

COLLEGE OF THE ROCKIES [the “College”]

and the

Canadian Union of Public Employees Local 2773
[the “Union”]

Offer of Settlement (“The Offer”)

May 25, 2015

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the College to the Union for the renewal of the expired 2014 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included in the Offer from the original list of proposals submitted by either the College or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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 the Offer is rejected. Any issues previously tentatively agreed to will retain that same status if the Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

MEMORANDUM OF AGREEMENT

Between the

COLLEGE OF THE ROCKIES
(hereinafter called "the College")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2773
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE COLLEGE, ACTING ON BEHALF OF THE COLLEGE, AGREE TO RECOMMEND TO THE COLLEGE'S BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE UNION AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2014 AND EXPIRING JUNE 30, 2019 hereinafter called the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010 – 2014 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for 60 months from JULY 1, 2014 TO JUNE 30, 2019, both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

5. Appendix "B"

The College and the Union also agree to the amendments to the new Collective Agreement, signed by the College and the Union on Green Sheets, attached to this Memorandum of Agreement as **Appendix "B"**.

6. Appendix "C"

The College and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2014 Support Staff Multi-Employer Table ("MET").

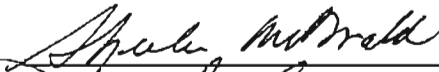

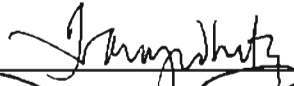
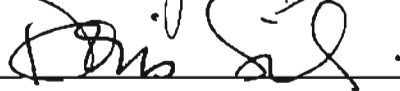
7. Ratification

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.

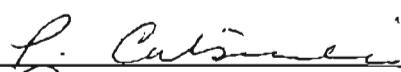


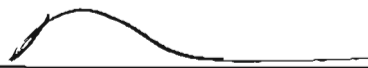
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 25 day of May, 2015.

BARGAINING REPRESENTATIVES FOR THE
COLLEGE:

BARGAINING REPRESENTATIVES FOR THE
UNION:

APPENDIX "A"

1. Article 4 - Union Recognition and Relations – Contact Information - NEW

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to the following addition to the provisions in Article 4 as follows:

NEW

4.8 Contact Information

Subject to any applicable law regarding privacy, the employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address and any other available contact information that the employer has including personal telephone numbers, such as cellular numbers, work e-mail, and, if available, personal e-mail.

The list will also indicate the employees' work site and employment status (such as regular, term, auxiliary, part-time, and regular sessional), and if the employee is on a leave of absence, the type of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis.

2. Article 4 - Union Recognition and Relations – New Employees - NEW

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to the following addition to the provisions in Article 4 as follows:

NEW

4.9 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward.

The Union Steward will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. The day of the month will be mutually agreed to between the employee's supervisor and the Union Steward.

APPENDIX "A"

3. Article 4 - Union Recognition and Relations – Union Bulletin Boards - NEW

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to the following addition to the provisions in Article 4 as follows:

NEW

4.10 Union Bulletin Boards

The Employer will provide a union bulletin board at the Cranbrook campus. This board will be located in an area that is highly visible to employees. The bulletin board will be used solely for postings by the Union.

The Employer will also provide a space on the Portal and Sharepoint for the Union's use.

4. ARTICLE 7 – Employee Rights

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to the following amendment to Article 7.1 as follows:

7.1 Position Descriptions and Salary Classification

The College shall provide a Regular or Term Employee with a copy of her position description and salary classification at the time of the employee's hire, or upon her request.

~~Where practicable, the College may provide a Term employee with a copy of her position description and salary classification at the time of the employee's hire.~~

5. Article 10 - Time Off In Lieu of Overtime

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to the following amendment to Article 10.2 as follows:

10.2 Time Off In Lieu of Overtime

An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate of pay.

Compensating time off with pay in lieu of overtime pay is to be taken within six (6) months from the time the overtime was incurred. Accumulated time off in lieu may be taken at a mutually agreeable time between the employee and her supervisor.

APPENDIX "A"

In the event that the accumulated overtime cannot be taken in time off in lieu it shall be paid out at the concluding calendar year end or upon the circumstance presented, overtime may be carried forward as mutually agreed to, in 'advance', by the College and the employee.

An employee may request a payment from their time in lieu bank at any time.

6. Article 11 – Statutory/ General Holidays

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to amend Article 11.2 as follows:

11.2 To be eligible for a statutory/general holiday with pay, an employee must ~~work her scheduled work shift immediately preceding and immediately following the statutory/general holiday or be on an approved leave of absence~~ have:

a) been employed for 30 calendar days before the statutory/general holiday; and

b) worked or earned wages on 15 of the 30 days before the statutory/general holiday.

7. Article 14 – Supplemental Employee Benefits

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to delete Article 14.3 as follows:

Article 14 – Leaves without Pay

~~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."~~

8. Article 17 – Group Benefits

Effective the date of ratification of the Memorandum of Agreement, the College and the Union agree to amend Article 17.7 as follows:

17.7 Changes in Carriers

The College will establish a ~~Pension and~~ Benefits Committee to study and review employee ~~pension and~~ benefits issues.

APPENDIX "A"

This Committee will be consulted for any changes to benefit carriers or benefits coverage. The Committee will also make recommendations to the College on ~~pension and~~ benefit issues and provide information to employees on same. The Committee will include at least one representative of the bargaining unit and meet at least twice annually.

9. Appendix A – Benefits Summary

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to delete the Appendix A at pages 70 – 74 and amend page 69 as follows:

COLLEGE OF THE ROCKIES

Group Policy Number ~~788015~~ Insert new number

Dental Plan Number ~~788215~~ Insert new number

CUPE

Effective ~~June 1, 1997~~ Insert new date

Life Insurance, Long Term Disability

& Accidental Death & Dismemberment

Effective ~~December 1, 1997~~ Insert new date

Extended Health Care and Dental Benefit"

10. ARTICLE 12 ANNUAL VACATIONS

12.4 a. Scheduling for the Period January 1 to April 30

"Departmental" annual vacation scheduling will be completed by employees within each department and submitted to their manager by December 1st of the year prior to the year in which the vacation is scheduled to be taken.

The manager shall approve or deny vacation requests by December 15th of the year prior to 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 December 1st. Seniority will NOT apply to bump employees with lesser seniority after December 1st.

b. Scheduling for the Period May 1 to December 31

APPENDIX "A"

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

The manager shall approve or deny vacation requests by ~~April 30th~~ **March 31st** 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 30th~~ **March 31st**. Seniority will NOT apply to bump employees with lesser seniority after ~~April 30th~~ **March 31st**.

11. Benefit Improvements

- (a) Effective January 1, 2016, the College and the Union agree that the Extended Health Benefits plan will be amended such that the individual and family **deductible** will be increased to fifty dollars (\$50) per calendar year, requiring the following amendments:

"APPENDIX A

PRESCRIPTION DRUGS

*Deductible ~~\$10~~ \$50 Single per calendar year
 ~~\$20~~ \$50 Family per calendar year*

...

EXTENDED HEALTH CARE

*Deductible ~~\$10~~ \$50 Single per calendar year
 ~~\$20~~ \$50 Family per calendar year"*

- (b) Effective January 1, 2016, the College and the Union agree that the vision care coverage shall be increased to \$300 every 24 consecutive months, requiring the following amendments:

"17.2 Health Care Benefits

...

*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~~ three hundred
dollar [~~\$250~~ 300] maximum every two [2] years)*

APPENDIX A

...

*Vision Care: Frames and lenses or contact lenses to a maximum of ~~\$250~~ \$300 during any
24 consecutive months and \$75 every two years for vision exams."*

- (c) Effective January 1, 2018, the College and the Union agree that the eye exam coverage shall be increased to \$100 every 24 consecutive months, requiring the following amendment:

APPENDIX "A"

APPENDIX A

...

*Vision Care: Frames and lenses or contact lenses to a maximum of ~~\$250~~ **\$300** during any 24 consecutive months and ~~\$75~~ **\$100** every two years for vision exams."*

- (d) Effective January 1, 2019, the College and the Union agree that the vision care coverage shall be increased to \$450 every 24 consecutive months, requiring the following amendments:

"17.2 Health Care Benefits

...

*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~~ **four hundred and fifty dollar** [~~\$250~~ **\$450**] maximum every two [2] years)*

APPENDIX A

...

*Vision Care: Frames and lenses or contact lenses to a maximum of ~~\$250~~ **\$450** during any 24 consecutive months and \$100 every two years for vision exams."*

- (e) Effective January 1, 2017, the College and the Union agree that the Extended Health Benefits plan will be amended such that the Paramedical Services will be changed to include **acupuncturist** among the accepted services eligible for coverage requiring the following amendment:

Paramedical Services: Treatment up to a maximum of \$500 per specialty per calendar year for the services of a certified registered or licensed:

- | | |
|-------------------------------|------------------------------|
| - Chiropractor | - Naturopath |
| - Osteopath | - Speech Therapist |
| - Psychologist | - Masseur |
| - Physiotherapist | - Podiatrist or Chiropodist* |
| - <u>Acupuncturist</u> | |

- (e) Effective January 1, 2016 X-rays: ~~\$50~~ **\$60** per specialty per calendar year for a Chiropractor, Naturopath, Osteopath or Podiatrist/Chiropodist*.

* Maximum for treatment and x-rays is combined.

- (f) While not to be included in the collective agreement, Effective January 1, 2018, the College and the Union agree that the reimbursement for professional services will be amended **from** \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first (5) five visits per calendar year, where applicable and subject to the terms of the Extended Health Benefits plan.

APPENDIX "B"

Greensheets attached.

Employer Proposals (1a)
Date: Jan 20, 2015
Time: 10:35

Housekeeping

a) Article 22 - Layoffs & Recalls The Employer proposes to amend 22.6 to delete reference to the Sparwood Centre.

Definitions Applicable to Article 22.6

Campus - the location at which a regular employee works. ~~Fernie Campus will include the Sparwood Centre.~~

P.C.
Hud

Employer Proposals (1b)
Date: Jan 20, 2015
Time: 11:30 a.m.

Housekeeping

b) Article 30 Workplace Flexibility

The Employer proposes to relocate Article 30 to Article 8 Hours of Work as 8.5.

ARTICLE 8 HOURS OF WORK

8.1 Normal Work Week

The normal work week shall be a guaranteed average of:

The normal work week shall

- thirty-five (35) hours per week;
- seven (7) hours per day; and
- five (5) consecutive days per week excluding Sunday.

Notwithstanding the above, Sunday shall be included in the normal work week for Auxiliary and Term employees. Should a Regular employee wish to be scheduled for Sunday work, she must advise her supervisor, in writing, that she wishes to do so. If a full seven (7) hour shift is available on Sunday, in her Department, within her classification, she will have the opportunity to work that scheduled Sunday prior to the work being offered to an Auxiliary or Term employee. A Regular employee must advise her supervisor prior to August 1 of an academic year in order to be considered for Sunday scheduling in that academic year (September to August is considered an academic year). A Regular employee hired during the academic year must advise her supervisor, within two weeks of her hire date, of her intentions concerning Sunday work for that academic year.

8.2 Work Shifts - Scheduling

An employee shall receive a minimum of ten (10) hours rest between scheduled work shifts exclusive of overtime.

8.3 Work Shifts - Changes

The College shall notify a regular or term employee in writing five (5) days prior to any change in her scheduled work shift except in emergency/emergent situations or with her agreement, which shall not be unreasonably withheld.

8.4 Rest Periods

All employees who are assigned normal hours of work (7 hours) shall receive two (2) fifteen-minute paid rest periods; one in the first half of the shift and one in the second half of the shift.

Shifts of four (4) hours shall receive one (1) fifteen-minute paid rest period as close as possible to the middle of the shift.

Shifts of five (5) hours or more shall receive two (2) fifteen-minute paid rest periods.

8.5

Workplace Flexibility

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- a) Local collective agreement language shall apply except as expressly provided below.
- b) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- c) No regular employee hired prior to June 14, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- e) No employee shall be laid off or have their hours of work reduced as a result of this Article.

ARTICLE 30 — WORKPLACE FLEXIBILITY

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- a) Local collective agreement language shall apply except as expressly provided below.
- b) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- c) No regular employee hired prior to June 14, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- e) No employee shall be laid off or have their hours of work reduced as a result of this Article.

85

(1c)
Employer Proposals (10)
Date: Jan 20, 2015
Time: 11:32

Housekeeping

c) Article 32 – Job Stability

The Employer proposes to relocate this Article to Article 21 Appointments.

ARTICLE 21

APPOINTMENTS

21.1 Job Postings

When a new position is created or when a vacancy of a temporary or permanent nature in the bargaining unit occurs, the College shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week [five (5) working days] so that all employees will know about the vacant position(s). Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

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.

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 their 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.

21.3 Probationary Appointment - Evaluations

During a probationary appointment, the College will undertake regular evaluations to assist the employee in improving her work performance and to determine her suitability for continued employment.

21.4 Selection & Seniority

The College agrees that in making staff changes, transfers or promotions, appointment shall be made of the applicant having the required qualifications and ability to do the job and the greatest seniority. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications and skills to do the job. The College shall determine qualifications and ability in a fair and equitable manner.

21.4.1 Placement on Scale: Promotion and Reclassification

- a) Where an employee is promoted to another position which carries a higher pay level, her salary will be set at the pay step of the applicable 'new' pay level which pays the closest higher salary than her current salary.
- b) Where an employee's position has been reclassified to a higher level and she has been performing the additional duties and responsibilities that resulted in the reclassification for six (6) months or longer, she will retain her current step placement at the new level. Where she has been performing these duties for less than six (6) months, her salary will be set at the pay step of the applicable 'new' pay level which pays the closest higher salary than her current salary. The Joint Job Evaluation Committee will determine for how long additional duties resulting in reclassification have been assigned to an employee.

P.C.

21.5**Temporary Appointment to a Position Outside the Bargaining Unit**

No employee shall be temporarily assigned to a position outside the scope of the Agreement without the employee's consent and without the Union's approval.

If a bargaining unit employee is temporarily appointed to a position outside the scope of this Agreement, she shall be paid the appropriate salary and benefits for the position. She shall not lose her seniority rights, and Union dues shall be deducted and remitted during the term of this assignment based on her previous Union wage rate.

Temporary assignment outside the bargaining unit shall not exceed six (6) calendar months. Time lines may be extended subject to mutual agreement between the College and the Union.

The College agrees to provide the Union with a list of temporary appointments outside the bargaining unit, including name, classification, and anticipated length of appointment. The Union acknowledges that this provision does not apply to those bargaining unit employees who might be otherwise engaged in College positions outside of normal work hours.

21.6**Internal Application to Term Positions**

Notwithstanding the provisions of 21.3 and 21.4, the College encourages the principle of opportunity and promotion for its Regular employees. Regular employees may apply to internal term job postings as per the following provisions:

1. The Regular employee(s) must possess the necessary qualifications, skills, and ability to do the job, and shall have completed a minimum of eighteen (18) months' service, and not have accepted appointment under this Article to a term position within the previous twenty four (24) months.
2. If successful, the Regular employee must complete the duration of the term position, which is subject to satisfactory job performance. If the term is extended, the Regular employee will continue in the term position.
3. If the term position becomes regular and the incumbent's job performance is satisfactory, then the employee will have the option to be confirmed in the position or immediately return to her former position. The College and the Union agree to waive the provision of 21.1 in this instance.
4. If the term position pays the same as the position that the Regular employee currently occupies, no salary adjustment shall occur. If the term position pays more than the position that the Regular employee currently occupies, a salary adjustment, as per article 21.4.1(a), shall occur.

If the term position pays less than the position the Regular employee currently occupies, the employee's salary will be adjusted to the step of the lower level position that is closest to her current salary but not outside the range for the position.

5. While filling a term position, regular employees will continue to be covered by all benefits outlined in the present Collective Agreement for regular employees.
6. During the length of the term, and as applicable, the normal progression of salary increments at the applicable pay grade of the term position will continue subject to satisfactory performance.
7. The position that is thus vacated by the Regular employee will be posted as per 21.1 and not through this process.
8. If the term position does not become regular upon conclusion of the term, the Regular employee shall return to her former position without loss of seniority or benefits.

21.7

JOB STABILITY

Regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the College and the Union.

ARTICLE 32 JOB STABILITY

Regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the College and the Union.

p.e.

Date: Apr 20, 2015
Time: 11:12

UNION PROPOSAL #20(G) and Employer Proposal #4

Delete LOU #7 and insert in the Collective Agreement

Re: Post Secondary Early Intervention Program

13.1 Sick Leave

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a. Jointly Managed – The program will be jointly managed by the Employer and the Union.
- b. Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- c. Rehabilitative – The JEIP is rehabilitative in nature.
- d. Confidential – The parties involved in the program will maintain confidentiality of all information.

P.C.

[Signature]

Union Proposals (1a)
Date: Jan 20, 2015
Time: 10:40

UNION PROPOSALS #1 - HOUSEKEEPING

UNION PROPOSAL #1 A

Page 1- Correct spacing in Article 1.1 between a and b Agreement
Ensure that any new changes are bolded and the previous changes from July 1, 2010 to June 30, 2014 are not bolded.

ARTICLE 1 PREAMBLE

1.1 It is the purpose of the Parties to this Agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment;
(space added)
- b) to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in operations; and
- d) to promote the morale, well-being, and security of all employees.

D.C.
[Signature]

Union Proposals (1b)
Date: Jan 20, 2015
Time: 10:40 a.m.

UNION PROPOSAL #1 B

Article 16.4 Travel Expenses

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

P.C.
[Signature]

Union Proposals (1c)
Date: Jan 20, 2015
Time: 11:10

UNION PROPOSAL #1 C

Article 21.1.1 Internal Screening Process

Bolded Section was missed in printing the agreement with no change in collective agreement language.

1) 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.

ii) III 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) III 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.

P. C.
[Signature]

Date: Jan 20, 2015

Time: 11:32 a.m.

UNION PROPOSAL #1 D

28.3.1 Labour/Management Committee

A Labour/Management Committee shall be established and consist of not more than three (3) members representing the College, and not more than three (3) members representing the Union. The Parties will notify each other regarding their respective nominees. Once established, the College shall appoint the Chair ~~shall be rotated between the Union and the College~~. The College shall provide a recording Secretary to this Committee who shall not be in the bargaining unit.

28.3.3 Meeting of the Committee

The Labour/Management Committee shall normally meet once per month, which shall be determined by mutual agreement between the Union President and the Chair of the Labour/Management Committee. Executive Director of Human Resources.

Date: Jan 20, 2015

Time: 1:55 p.m.

Letter of Understanding #1 – Voluntary Workload Reduction

(The Parties agree to renew this LOU and to correct it to include the missing point 6.)

6. In the event that the Regular employee wishes to terminate the voluntary workload reduction arrangement as per this Letter of Understanding, then, she shall be returned to her full-time status. Any other employee hired to temporarily fulfill the "balance" of the job duties and/or workload commitments shall then be notified that their employment duration is therefore deemed to be "completed". In no case shall the College be required to provide any layoff notice or pay in lieu of notice or any other extra compensation to the other employee because the Regular incumbent wishes to resume full time responsibilities. Likewise, in the event that a Regular employee resigns from employment during the period of the voluntary workload reduction arrangement, then, the other employee hired to temporarily fill the "balance" of the job duties and/or workload commitments shall be notified that their employment duration is completed, and the position vacancy will revert back to Regular Full-time status.

Letter of Understanding #2 – Lab Assistants

The Parties agree to renew this LOU but to make amendments to the list of names of individuals as follows:

"The parties recognize that the following Lab Assistants are in the bargaining unit:

Angela Bondy
Richard Nowell
Ben Hoyde
Neil Ross-Ross

*F.C.
M.D.*

Letter of Understanding #3 – Student Employment

The Parties agree to renew this LOU and to update the salary and effective date information as follows;

6. Auxiliary students will be paid the following:

Effective July 1, 2015:	\$ 11.26 + 8% in lieu of benefits
Effective July 1, 2016:	\$ 11.32 + 8% in lieu of benefits
Effective May 1, 2017:	\$ 11.43 + 8% in lieu of benefits
Effective July 1, 2017:	\$ 11.49 + 8% in lieu of benefits
Effective May 1, 2018:	\$ 11.60 + 8% in lieu of benefits
Effective July 1, 2018:	\$ 11.66 + 8% in lieu of benefits
Effective May 1, 2019:	\$ 11.78 + 8% in lieu of benefits

Letter of Understanding #4 – Restricted Application of Collective Agreement – IE Assistant

The Parties agree to renew this LOU.

Letter of Understanding #5 – Work Place Practicums

The Parties agree to renew this LOU.

Letter of Understanding #6 – Regular Sessional Employees

The Parties agree to renew this LOU and move it into the Collective Agreement as Schedule "A" as it appeared previously in the 2006 – 2010 Collective Agreement.

Letter of Understanding #7 – Post Secondary Early Intervention Program

The Parties agree to delete this LOU.

Letter of Understanding #8 – Flexible Work Time

The Parties agree to delete this LOU.

2.C
[Signature]

Letter of Understanding #9 – International Projects and Marketing Specialist Coordinator

The Parties agree to insert the following wording in the Collective Agreement as LOU #9:

"International Projects and Marketing Specialist Coordinator

The parties agree to the restricted application of certain provisions of the Collective Agreement with respect to the position(s) of International Projects and Marketing Specialist Coordinator.

The provisions of the Collective Agreement that shall not apply as written in the collective agreement to this position include Article 2.5(e) (Part-time Employees), Article 7.9 (Working at Home), Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), Articles 21.1.1 (Appointments), and Article 8.5 (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 this position.

Article 7.9: Working at Home

This article shall not apply to this position.

Article 8: Hours of Work

8.1 The work week 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 six month period do not exceed a total of nine hundred and ten (910) hours."

Article 9 – Shift Differential

Shift Differential shall not apply to this position.

Article 10- Overtime

10.1 Overtime shall apply to hours worked in excess of nine hundred and ten (910) in a six month period and shall be compensated at one and one half times an employee's regular rate of pay.

Article 8.5 Workplace Flexibility

This article shall not apply to this position.

*p.c.
MAD*

Letter of Understanding #10 – Information Officer/Recruitment Letter of Understanding

The Parties agree to insert the following wording in the Collective Agreement as LOU #10:

"The College agrees that the position of Information Officer/Recruitment be included within the scope of the CUPE bargaining unit subject to the Agreement by the Union of restricted application to provisions in the current and future collective agreements between the Parties. Notwithstanding the above, the provisions of the Collective Agreement between the Parties that shall not apply to the Information Officer/Recruitment include Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), and shall be varied/replaced as follows:

Article 8: Hours of Work

8.1 The normal work week is an average thirty-five (35) hours per week, which, shall normally be scheduled 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 of thirty-five (35) hours as long as the total hours worked during a four-week period do not exceed a total of one hundred and forty (140) hours.

8.2 A full-time employee shall receive two (2) fifteen minute paid rest breaks; one to occur in the first half of the shift and one in the second half of the shift.

Article 9: Shift Differential

9.1 Shift differential shall not apply to the Information Officer/Recruitment 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 (average of 35 hours per week), and shall be compensated at one and one-half (1-1/2) times an employee's regular rate of pay.

10.2 An employee shall have the option of taking time in lieu of overtime at the applicable overtime rate of one and one-half (1-1/2) times. Compensating time off with pay in lieu of overtime pay is to be taken within six (6) months from the time the overtime was incurred. Accumulated time off in lieu of overtime may be taken in full days or one-half days at a mutually agreeable time between the employee and his/her supervisor. In the event that the accumulated overtime cannot be taken in time off in lieu, it shall be paid out at the concluding calendar year end, or, depending upon the circumstances presented, overtime may be carried forward as mutually agreed to, in advance, by the College and the employee.

*J.C.
MMD*

Letter of Understanding #11 – Resident Supervisor

The Parties agree to insert the following wording as amended into the Collective Agreement as LOU #11:

"Re: Residence Supervisor

The Parties recognized that the initial start up and on-going operational requirements of the Student Residence facility are unique to meet the needs of the students of The College of the Rockies.

The College agrees that the position of Residence Supervisor be included within the scope of the CUPE bargaining unit, subject to the Agreement by the Union of restricted application to provisions in the current and future collective agreements between the Parties.

Notwithstanding the above, the provisions of the Collective Agreement between the Parties that shall not apply to the Residence Supervisor include Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), Article 20.2 (Probationary Employees); and shall be varied/replaced as follows:

Article 8: Work Hours

- 8.1 The normal work week is an average thirty-five (35) hours per week, which shall normally be scheduled five (5) consecutive days per week.
- 8.2 A full-time employee shall receive two (2) fifteen minute paid rest breaks, one to occur in the first half of the shift and one in the second half of the shift.

Article 9: Shift Differential

- 9.1 An employee whose scheduled work shift commences prior to 07:00 hours or terminates after 18:00 hours shall be paid a shift differential of one dollar (\$1.00) per hour for those specific shift hours worked. Shift Differential shall apply to all hours worked on a Saturday(s) or Sunday(s).
- 9.2 Shift differential and overtime shall not apply at the same time for the same work shift.

Article 10: Overtime

- 10.1 Overtime shall only apply to those assigned hours worked in excess of one hundred and forty (140) hours in a four (4) week period (average of 35 hours per week) and shall be compensated at one and one-half (1½) times the employee's regular rate of pay.
- 10.2 An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate. Accumulated time off in lieu of overtime may be taken in full day(s) or one-half day(s) at a mutually agreeable time between the employee and the employee's supervisor. Accumulated overtime earned not taken shall not normally be carried forward in excess of twelve (12) months.

P.C.
MBD

Article 20.2: Probationary Period

The term of probation of the Residence Supervisor shall be twelve (12) consecutive month's duration. Upon successful completion of the probationary period, seniority shall be effective from the original date of hire.

Salary Schedule

The position of Residence Supervisor shall be established at Pay Grade 7 of the current collective agreement."

P.C.
M.D.

APPENDIX "C"

Signed off MET Agreement attached.

2014 – SUPPORT STAFF MULTI-EMPLOYER TABLE ("MET")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

The parties have agreed that the following items will form part of the Memorandum of Agreement ("MOA") between them for the renewal of the local parties' collective agreements that expired in 2014. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2014 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

While not to be included in the Collective Agreement:

- (a) Effective the date of ratification, a joint committee called the "BC Provincial Pharmacare Formulary Process Improvement Committee" ("FPIC") will be formed. The FPIC will:
- i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees, two (2) of the members will be appointed by the British Columbia Government and Service Employees' Union, and four (4) of the members will be appointed by the Post-Secondary Employers' Association ("PSEA");
 - ii. the FPIC will complete their work by December 31, 2015 (the "Completion Date") and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date; and
 - iii. Each appointing party will be responsible for all costs related to their members' involvement in the FPIC.

The purpose of the FPIC will be to:

- a. identify process problems that have been experienced since the transition to the BC Provincial Pharmacare Formulary ("*Pharmacare Formulary*") including issues related to customer service by the insurance carrier;
 - b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
 - c. investigate the feasibility of implementing electronic filing of Special Authority claims; and
 - d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.
- (b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the "*Formulary Drug*") and that drug was recently delisted from the Formulary (the "*Delisted Drug*") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
- (c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:
- i. prescribed a drug that is not part of the Pharmacare Formulary ("*Non-Pharmacare Formulary Drug*"); or
 - ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("*Special Authority Drug*") and the individual either:
 1. does not want to go through the approval process to obtain the Special Authority Drug; or
 2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

2. Administrative Service Delivery Transformation Project (ASDTP):

The Employer and the Union agree to authorize the PSEA and the CISSBA to write a joint letter to the Ministry of Advanced Education seeking agreement to include representatives from the support staff unions in a consultation process involving shared services undertaking.

3. Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward.

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.

4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal

- (a) Effective the date of ratification, the Employers and the Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, to add the following provision under the sick leave provisions for each of the Parties' applicable local agreements, and existing provisions renumbered accordingly. It is agreed that this housekeeping proposal does not change the intent of the JEIP Letter of Understanding as negotiated at the 2010-14 Support Staff Compensation Template Table.

"Joint Early Intervention Program

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a. **Jointly Managed – The program will be jointly managed by the Employer and the Union.**
- b. **Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.**
- c. **Rehabilitative – The JEIP is rehabilitative in nature.**
- d. **Confidential - The parties involved in the program will maintain confidentiality of all information."**

- (b) Effective the date of ratification, the Employers and Unions agree, as per Appendix A of the agreed to November 14, 2014 MET Protocol Agreement, that the following Letter of Understanding on the Post-Secondary Joint Early Intervention Program that was negotiated at the 2010-14 Support Staff Compensation Template Table, will be deleted from each of the Parties' applicable local agreements.

"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."

5. Term of Agreement

The term of the new collective agreements shall be for sixty (60) months, effective from July 01, 2014 to June 30, 2019.

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.

6. 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 the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

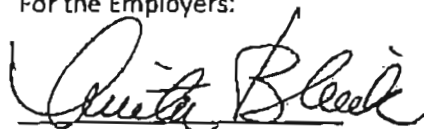
- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. 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.

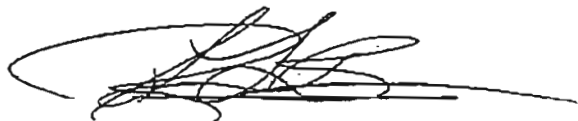
* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

Signed by the Parties at Burnaby, British Columbia on November 21, 2014.

For the Employers:

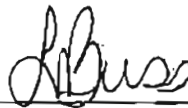


Anita Bleick, PSEA CEO

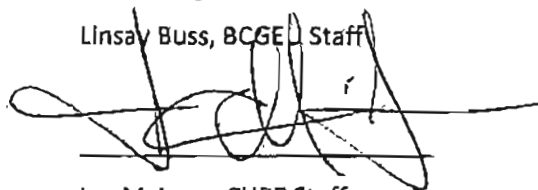


Rhonda Bender, PSEA

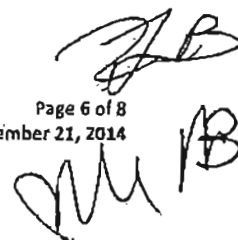
For the Unions:



Lindsay Buss, BCGEU Staff



Ian McLean, CUPE Staff



Appendix A - Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.