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CAMOSUN COLLEGE ("the College" or "the Employer")

And

Canadian Union of Public Employees Local 2081 ("CUPE", "the Association" or "the Union")

Offer of Settlement ("The Offer")

JUNE 18, 2015

The following package of items is to be considered an Offer for Settlement (the "Offer") submitted by the Camosun College to CUPE Local 2081 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included in the Offer from the original list of proposals submitted by either the College or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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 this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

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

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MEMORANDUM OF AGREEMENT

Between

CAMOSUN COLLEGE ("the College" or "the Employer")

And

Canadian Union of Public Employees Local 2081

("the Association", "the Union" or "CUPE")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE TO RECOMMEND TO THE CAMOSUN COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNION AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2014 (the "New Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5 inclusive.

2. Term of Agreement

The term is July 1, 2014 to June 30, 2019.

3. Effective Dates

The effective dates of 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 Employer and the Association agree to the amendments to the New Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. Appendix "B"

The Employer and the Association agree to the amendments (green sheets) to the New Collective Agreement attached to this Memorandum of Agreement as Appendix "B".


6. Ratification

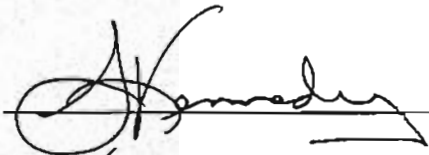
The Parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the Parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

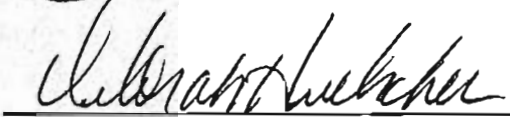
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association ("PSEA") Board of Directors.

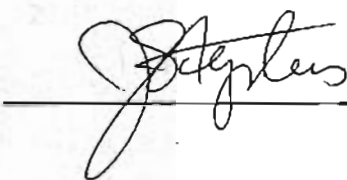
Signed this 18 day of June 2015

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER








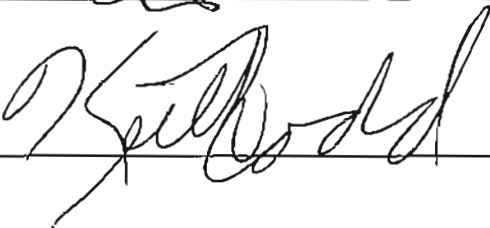


BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION









Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

ARTICLE 17: OVERTIME

17.01 Right to Refuse Overtime

Employees shall have the right to refuse overtime except in exceptional circumstances.
Exceptional circumstances means a rare, unusual and extraordinary circumstance.

17.02 Overtime Rates

Where conditions necessitate overtime and where the work is authorized and permission granted, such overtime will be paid for at the rate of time and one-half for the first two (2) hours in excess of the hours of a full-time employee Monday to Saturday and thereafter at double time. All work on the two (2) regularly scheduled days of rest each week and any hours worked beyond a normal full-time work schedule on statutory holidays shall be paid for at double time.

17.03 Time Off in Lieu of Overtime

With mutual agreement overtime can be taken as time off. Time off in lieu of cash payment shall be taken at a mutually agreed time no later than five (5) months following March 31st of the current fiscal year. Overtime entitlement may be accumulated.

17.04 Call-out Provisions

- (a) Where an employee has left after his regular work day, and prior arrangements for him to work overtime have not been made and the employee is called back for work, he shall receive a minimum of three (3) hours overtime.
- (b) Where an employee has not left after his regular work day and is requested to remain after his regular working hours, or if prior arrangements have been made for his reporting back at a specific time, this call-out provision shall not apply.
- (c) One (1) hour of pay at regular rates shall be paid any employee, designated as an emergency contact by their supervisor, who receives an authorized work related inquiry while off shift. Applications for reimbursement under this clause must be approved by the appropriate supervisor.
- (d) Whenever possible, the supervisor will ensure that call-out opportunities are shared equally amongst all qualified employees. [moved from 17.07]

17.05 Overtime Breaks

All employees who are officially requested to remain at work for a period of three (3) hours or more beyond their regular working hours, shall receive a one-half (½) hour paid break at the applicable overtime rate. The break may be taken before or during the overtime period.

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Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

17.06 Rest Interval

An employee required to work overtime beyond his regular shift shall be entitled to ten (10) clear hours between the end of the overtime worked and the start of his next scheduled shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked on the next regular shift.

17.07 Sharing of Overtime

The supervisor will inform the work group of any overtime required and the qualified members of the work group will decide and advise the supervisor as to which of them will be performing the work.

~~Whenever possible, the supervisor will ensure that call-out opportunities are shared equally amongst all qualified employees,~~

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 21.01 (b) Joint Early Intervention Program (JEIP)

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:

- Jointly Managed – The program will be jointly managed by the Employer and the Union.
- 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.
- Rehabilitative – The JEIP is rehabilitative in nature.
- Confidential – The parties involved in the program will maintain confidentiality of all information.

Renumber following clauses as appropriate.

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Wherever Director/Executive Director of Human Resources is used throughout the Collective Agreement, add: "or designate". Wherever Director of Human Resources is used to add "Executive" to the title (this is housekeeping)

- **Article 22.01 For Union Business**

(e) Time off with pay, at Union expense, shall be granted to delegates of the Union to participate in Union activities. Application for approval of such leave shall be made to the ~~Executive Director of Human Resources~~ appropriate supervisor at least ten (10) working days prior to the intended leave whenever possible.

- **APPENDIX "A" - LAYOFF / RECALL POLICY AND PROCEDURES – A – POLICY**

- **A7** With as much notice as possible, the College, through the ~~Director of Human Resources~~ Human Resources Department, shall discuss with the Union any anticipated situations that may lead to employee layoffs.
- **A9** The ~~Director of Human Resources~~ Human Resources Department shall be responsible for the co-ordination and facilitation of all layoff procedures.
- **A11** Formal notification of a layoff and a written outline of the employee's options will be given to the employee by the ~~Director of Human Resources~~ Human Resources Department with the participation of a Union shop steward and the employee's supervisor.
- **B2** With as much notice as possible, the ~~Director of Human Resources~~ Human Resources Department shall discuss the potential layoff(s) with a representative of CUPE Local 2081.
- **B4** When a layoff is confirmed to occur, the ~~Director of Human Resources~~ Human Resources Department and a Union shop steward shall meet with the employee affected and his/her supervisor or other departmental support person. ...
- **B5** The employee shall be given a period of seven calendar days in which to advise the ~~Director of Human Resources~~ Human Resources Department of his/her choice of option. If the employee wishes to exercise his/her right to alternate employment opportunities, the employee will be encouraged to immediately update the information contained within his/her personnel file to include current qualifications, skills, abilities and references
- **B7** For each alternate placement opportunity, the ~~Executive Director of Human Resources~~ Human Resources Department shall provide to the Committee: ...

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 22.10 - Supplemental Employment Benefit for Maternity and Parental Leave

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 his/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.
- (d) (d) 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.
- ~~(e) 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.~~
- (e) 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.
- (f) 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.

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 26.01 Health and Welfare Benefits

(a) ~~Benefit Improvements~~ Extended Health Benefits

~~The Parties agree to make adjustments to the health and welfare benefits of the institutions included in this Agreement effective the first day of the month following ratification: (i)~~

1. Total lifetime coverage level will be unlimited.
2. Hearing aid benefit claims will be to a maximum of \$600 every five (5) years.
3. Vision care benefit claims will be to a maximum of \$250 every two (2) years.
4. Eligible employees will be entitled to be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams. [moved from 26.09] Effective January 1, 2016, eligible employees will be entitled to be reimbursed a total of one hundred dollars (\$100) every two (2) years for vision exams.

(b) BC Provincial PharmaCare Formulary [moved from 26.01 (d)]

~~Effective May 13, 2013,~~ Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial PharmaCare Formulary.

(c) Dental Plan [moved from 26.01 (b)]

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

(d) Benefit Entitlement for Part-time Regular Employees

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the local collective agreement.

[moved from 26.10 to 26.01 (e)]

(e) Benefits for Regular Recurring Employees on Layoff

- (1) Employees who elect not to participate in the group benefit plan may, on a one-time basis with the carrier's approval, elect to participate in the plan.
- (2) Employees who elected not to participate in the plan because they had alternate coverage through a spouse may elect to join the plan if the alternate coverage is lost.

~~**26.10 Benefits for Regular Recurring Employees on Layoff Election of Benefits**~~

~~(a) Employees who elect not to participate in the group benefit plan may, on a one-time basis with the carrier's approval, elect to participate in the plan.~~

~~(b) Employees who elected not to participate in the plan because they had alternate coverage through a spouse may elect to join the plan if the alternate coverage is lost.~~

Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

~~26.09~~ Vision Exam Benefit [moved to 26.01 (a) 4.]

~~Eligible employees will be entitled to be reimbursed a total of seventy five dollars (\$75) every two (2) years for vision exams.~~

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

While not included in the Agreement:

1. Extended Health Care Deductible:

Effective January 1, 2016, the annual deductible for the Extended Health Benefits plan will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five dollar (\$25) to fifty (\$50) dollars.

2. Pharmacare Formulary:

Effective November 1, 2015, or the date of ratification, whichever is later, 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.

Effective November 1, 2015, or the date of ratification, whichever is later, the Employer and Union agree that where an individual who is covered by the extended health care insurance plan is:

- i. prescribed a drug that it 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.

3. Accidental Death & Dismemberment

Effective January 1, 2019, the College shall pay one hundred per cent (100%) of the premium costs of an accidental death and dismemberment policy which provides of two (2) times the annual salary rate rounded to the next higher \$1,000.00.

Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

26.01 (d) BC Provincial Pharmacare Formulary

While not to be included in the Collective Agreement, the Employer and Union agree that effective January 1, 2017, reimbursement pursuant to Article 26.01 (d) will increase from eighty percent (80%) to one hundred percent (100%).

The numbering of this article will change as a result of other changes to the numbering in the collective agreement.

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[Signature]

Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 26.03 Dental Plan

All regular employees shall be eligible to participate in the College's dental plan upon the completion of their probationary period. The College shall pay one hundred percent (100%) of the premium costs for full-time employees. Premium costs will be shared on a prorated basis for part-time employees. The plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A; seventy-five percent (75%) of costs for items under Plan B and fifty percent (50%) for items listed under Plan C of the Manulife Plan to a maximum of two thousand dollars (\$2,000.00). Effective January 1, 2018, the maximum for items listed under Plan C shall be increased to three thousand dollars (\$3,000.00). All eligible employees with appointments of half time or more must participate in the plan unless the employee is covered by another dental plan. Participation in the plan by eligible employees with appointments of less than half time shall be optional.

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 26.05 Group Life Insurance

The College shall pay one hundred per cent (100%) of the premium costs of a group life insurance policy which provides for the payment of twenty-five thousand dollars (\$25,000.00) on the death of an employee. Regular employees are eligible to participate in the plan upon the completion of their probationary period. Participation of eligible employees shall be a condition of employment. Premiums for part-time employees will be shared on a prorated basis.

Effective January 1, 2019 - Benefits are payable on the basis of one (1) time of the annual salary rate rounded to the next higher \$1,000.00, or twenty-five thousand dollars (\$25,000.00), whichever is greater.

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 27.09 First Aid Services

When an employee is designated to be a College First Aid Attendant, the cost of obtaining and renewing the ~~Industrial~~ Occupational First Aid Certificate shall be borne by the College. Leave to take the necessary courses shall be granted with pay.



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Article 34.01 Agreement Period

This Agreement shall be binding and remain in full force and effect from the 1st day of July ~~2010~~ 2014 to the 30th day of June ~~2014~~ 2019 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Schedule A

Propose to delete the list of job titles and pay bands and replace it with the following language:

Job titles and respective pay bands will be made available on the HR Website and updated regularly.

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Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

LETTER OF AGREEMENT # 2
between
CAMOSUN COLLEGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Contracting Out

The Union and the College agree to identify opportunities where contracted out work could subsequently be performed by bargaining unit employees. Such opportunities will be referred to the Labour Management Committee for consideration.

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun

SIGNED on behalf of the Canadian
College Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

LETTER OF AGREEMENT # 5

between

CAMOSUN COLLEGE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081**

Re: Benefits for Regular Recurring Employees on Layoff

The parties agree that the College will continue to pay all employee benefits normally paid by the College for up to five (5) months during scheduled layoffs each year to all employees ~~whom,~~ at the time of ratification of this Collective Agreement **who were employed by Camosun College on or before January 21, 2004** and are "regular recurring employees" as that term is defined in Article 1.02 (b).

Regular Recurring Employees hired after January 21, 2004, must maintain benefits for the layoff period. Payment to the College for the cost of such benefits may be made through lump sum payment, or payroll deductions over the course of annual employment periods, as agreed between the employee and the College.

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun
College

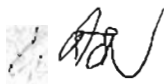
SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081



Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

NEW

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: College Co-Op Students

It is hereby agreed that, Camosun College Co-op students may be hired to perform duties covered by the CUPE Local 2081 Bargaining Unit, subject to the conditions outlined below:

1. All Camosun College Co-op students employed for work experience at the College will become members of CUPE Local 2081 with the same rights and obligations defined for "term" employees within the Collective Agreement, except:
 - a) There shall be ~~two~~ three (3) blanket employment categories for Camosun College Co-op positions not requiring job descriptions. The "first year Camosun College Co-op student" category shall be paid at Step A of Pay Grade 1. The "second year Camosun College Co-op student" category shall be paid at Step B of Pay Grade 1. The "third year Camosun College Co-op student" category shall be paid at Step C of Pay Grade 1.
 - b) Work experience projects for Camosun College Co-op students need not be advertised for competition other than in the Co-op office and only Camosun College Co-op students may apply.
 - c) Job postings shall be copied to CUPE Local 2081 at least seven (7) working days prior to posting and shall include the anticipated posting date. Jobs shall be posted after the seventh working day unless CUPE has raised a concern and mutual agreement cannot be reached as per the attached procedures for the Letter of Agreement and Co-op Students.
 - d) Camosun College Co-op students shall be subject to the Co-op evaluation process and will not be granted internal status for application for posted vacancies at the College.
 - e) No Camosun College Co-op student will be placed into a position that would normally be posted and open to competition as per the terms of the Collective Agreement. Co-op positions must be project related and time specific.
 - f) The duration of a Co-op position shall not exceed the length of the work term for the program - (see attached list).
 - g) Articles 1.03(f), 13, 15, 20, 21, 24, and 26 will not apply to Co-op students
 - h) Co-op students will be paid 4% in lieu of vacation pay

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

This Letter of Agreement will remain in effect until the date of ratification of the Memorandum of Agreement that renews the 2014-2019 Camosun/CUPE Collective Agreement.

Co-op Work Terms

Three (3) Months:

- Civil Engineering Technology
- Computer/Electronics Engineering Technology
- Computer Systems Technology
- Mechanical Engineering Technology

Four (4) Months:

- Business Administration (all program options)
- Environmental Technology
- ~~Hotel and Restaurant Administration-Hospitality Management~~
- ~~Applied Communications~~

Five (5) Months:

- ~~Hotel and Restaurant Administration-Hospitality Management~~

Six (6) Months:

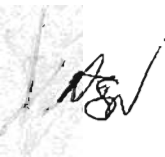
- Professional Golf Management

It is to be noted that:

- Several programs have 'back-to-back' work terms where one work term runs directly after another and therefore 'doubles' the length of time a student could work at a single employer.
- Some programs can have up to three (3) separate work terms within one (1) calendar year and often a student will do all work terms with the same employer.

Procedures for the Letter of Agreement on Co-op Students

1. Camosun College Co-op job postings will be sent to the CUPE, Local 2081 office at least seven (7) working days prior to posting and shall include the anticipated posting date. When possible, the Co-op office shall email the CUPE, Local 2081 office ahead of time so the Union can anticipate the postings arriving in the mail.
2. Questions regarding Camosun College Co-op job postings shall be directed to the Director of Co-operative Education and Student Employment Services efforts shall be made to resolve concerns. Posting dates may be amended by mutual consent.
3. The Union shall write to the Director of Human Resources prior to the posting date to notify the College that mutual agreement has not been reached. Postings shall not proceed until mutual agreement has been reached.



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

4. If no notification has been received from the Union, it shall be assumed that postings will proceed on the eight (8th) working day after they were sent to the CUPE, Local 2081 office.

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun
College

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081



Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

NEW

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Camosun Childcare

The College and the Union agree that notwithstanding provisions of the 2010-2014-2019 Collective Agreement between the parties the following terms and conditions will apply to the provision of Childcare Services at the College:

1. The regular workday for the childcare staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day. Part-time is defined as working less than thirty seven and one-half (37½) hours per week.
2. All employees hired in the position of Child Care Substitute for eight (8) weeks or less shall be paid at Pay Grade 2. The step progression within the pay grade will be consistent with the Collective Agreement.
3. The position of Child Care Substitute will not be used to replace Senior Educators.
4. ~~The College shall be permitted to use students pursuant to the Student Work On Campus Programme to provide mutually agreed to services in support of the provision of childcare at the College.~~

The College shall be permitted to allow ~~prospective Early Childcare Education~~ students to conduct their ~~forty (40) hours~~ of observation and participate in learning opportunities for their respective programs of study in the child care centres at the College ~~as described in the mutually agreed to Student Observation Outline~~. These ~~unpaid~~ students will not be used to replace CUPE employees, result in a layoff of CUPE members or a reduction of hours for CUPE members.

5. This agreement will be in effect until the date of ratification of the Memorandum of Agreement that renews the 2014-2019 Camosun/CUPE Collective Agreement.
6. ~~This agreement is without precedent.~~



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun
College

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

NEW

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Special Employment Program

The College and the Union agree that notwithstanding provisions of the Collective Agreement between the parties the following terms and conditions will apply to the Special Employment Program to provide supported employee opportunities at the College through organizations such as the Garth Homer:

1. Up to four positions may be established for this program and the employee participating in this program will be a full member of CUPE Local 2081 with all the rights and privileges of the Collective Agreement.
2. Work hours will generally be 2 to 4 hours per day and will not exceed 20 hours per week.
3. The employee will be paid at Pay grade 1 of the CUPE salary scale.
4. The Bookstore will continue to sponsor at least one of the positions as outlined in the job description provided at the February 2, 2006 LMCC meeting. The other positions may be sponsored by Facilities Services, Ancillary Services or other areas of the College where it can be supported operationally.
5. ~~This agreement is without precedent.~~
5. No placements will take place if any CUPE member in the department is on lay off, nor will any CUPE member be displaced or have their hours reduced through a Special Employment placement.

This Letter of Agreement will remain in effect until the date of ratification of the Memorandum of Agreement that renews the 2014 - 2019 Camosun/CUPE Collective Agreement.

DATED this _____ day of _____ 2015.



Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

SIGNED on behalf of Camosun
College

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081



Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

NEW

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Chief Shop Steward/Office Coordinator

The College and the Union agree that the following terms and conditions will apply to the individual who serves as Chief Shop Steward and Office Coordinator for CUPE Local 2081 ["Chief Shop Steward"] until the date of ratification of the Memorandum of Agreement that renews the ~~2010-2014~~ 2014-2019 Camosun/CUPE Collective Agreement.

1. College agrees to provide the Chief Shop Steward with full release from his/her their employment duties at the College until the date of ratification (as above), or until such time as she they ceases to hold the office of Chief Shop Steward ("Leave Period").
2. The Chief Shop Steward will be paid at Step E of Pay Band ~~14~~ 16 during the Leave Period.
3. The Union agrees to reimburse the College for 85% of the total salary and benefit costs for the Chief Shop Steward during the Leave Period on a periodic schedule as invoiced by the College.
4. The College agrees to pay 15% of the Chief Shop Steward's total salary and benefits costs during the leave Period. This payment reflects the fact that the Chief Shop Steward will spend a portion of his/her their time attending at College Committee meetings and attending to other College related business.
5. The Chief Shop Steward will continue to participate in all College benefit plans for which College CUPE employees are entitled, including pension, short term and long term disability, life insurance, extended health, dental and employee assistance coverage during the Leave Period.
6. The Union agrees to reimburse the College for the Union's share of the Chief Shop Steward's salary and benefit costs during any period of leave he/she they takes from his/her their position as Chief Shop Steward including vacation and sick leave during the first 30 days absence due to illness or injury.



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

7. The Chief Shop Steward retains the right to return to the same position or to a position that is comparable to the position he/she they held at the commencement of the Leave Period ("College Position").

8. The Union agrees to give the College at least three (3) months' notice of the Chief Shop Steward's intention to return to his/her their College Position.

9. The Chief Shop Steward's employment shall be considered continuous during the Leave Period for the purpose of increments, seniority and annual vacation entitlement on her their return to her their College Position.

10. The Chief Shop Steward shall receive a prorated annual vacation grant in the year in which he/she they returns to his/her College Position. The Chief Shop Steward is encouraged to use all vacation he/she is they are entitled to during the Leave Period prior to his/her their return to her their College Position but will be permitted to carry forward up to 10 days' vacation entitlement from the Leave period which must be used by December 31 in the year in which he/she they returns to his/her their College Position. CUPE Local 2081 agrees to pay the Chief Shop Steward's salary and benefit costs, as provided for in paragraph 3 above, for any vacation entitlement carried forward from the Leave Period which is used following the Chief Shop Steward's return to his/her their College position.

11. The College, may, if it wishes, fill the position that the Chief Shop Steward has vacated.

12. The person, if any, occupying the position vacated by the Chief Shop Steward will be considered to be replacing an employee on a leave of absence under Article 1.03(d) (iii) will not be subject to regularization. The person occupying the position will be entitled to at least two (2) weeks' notice, or pay in lieu as per Article 1.03(a) when the Chief Shop Steward returns to his/her their College Position.

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun
College

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081

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Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

Wage Increase

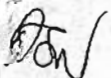
Schedule B will be updated as follows:

All wage scales for classifications or positions in the collective agreement 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 agreement 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 Letter of Agreement for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."



Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

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Appendix A
Camosun College and the Canadian Union of Public Employees Local 2081

NEW

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Regarding Memorandum of Understanding on the Economic Stability Dividend

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;

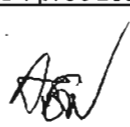
"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';

"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



Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

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 Stability 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 Stability 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

Appendix A

Camosun College and the Canadian Union of Public Employees Local 2081

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.

DATED this _____ day of _____ 2015.

SIGNED on behalf of Camosun
College

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

President

President, CUPE Local 2081

Executive Director Human Resources

Secretary, CUPE Local 2081

ASJ

[Handwritten signature]

Appendix B
Camosun College and the Canadian Union of Public Employees Local 2081

The Parties agree that the following signed "Greens" form part of this Schedule:

1. Article 9.01 Establishment of Committee
2. Article 12.05 Access to Personnel File
3. Article 26.04 Worksafe BC
4. Article 26.06 Municipal Pension Plan
5. Article 27.06 Video Display Terminal
6. LOA #3 Article 28.01 and 28.02 – Technology and Other Changes
7. LOA #4 Vacation Selection Pursuant to Article 20
8. LOA #6 Temporary Stipend – Systems Network Administrators
9. LOA #7 Sick Leave Replacement

