

COLLECTIVE AGREEMENT
BETWEEN
The Board of Governors of College of the Rockies
AND
Canadian Union of Public Employees
Local 2773

APRIL 1, 1997 TO MARCH 31, 1999

SUPPORT STAFF

COLLEGE OF THE ROCKIES

COLLECTIVE AGREEMENT

between

THE BOARD OF GOVERNORS OF COLLEGE OF THE ROCKIES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 2773

**April 1, 1997 to
March 31, 1999**

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THIS AGREEMENT made this _____ day of _____, 1998

BETWEEN: **College of the Rockies**
(hereinafter called "the College")
PARTY OF THE FIRST PART

AND: **Canadian Union of Public Employees Local 2773**
(hereinafter called "the Union")
PARTY OF THE SECOND PART

WHEREAS the College is an employer within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is the collective bargaining authority for all employees of the College covered by the Union's certification;

AND WHEREAS the Parties hereto have carried on collective bargaining under the terms of the said Act and have reached agreement as hereinafter expressed;

NOW THIS AGREEMENT WITNESSETH THAT the Parties hereto agree each with the other as follows:

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;
 - (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.

ARTICLE 2 DEFINITIONS & INTERPRETATION

- 2.1** "**BOARD**" means the College Board.
- 2.2** "**COLLEGE**" means the College President or his delegate.
- 2.3** "**UNION**" means the Canadian Union of Public Employees, Local 2773.
- 2.4** "**DAY**" means a calendar day unless stated or implied otherwise.

2.5

"EMPLOYEE" means a person employed full-time or part-time who is covered by the terms and conditions of this Agreement and shall have the same meaning as defined in the Labour Relations Code of British Columbia:

- (a) Probationary Employee - an employee who is serving a probationary period(s) to determine suitability to a regular employment, or in the instance of a Term employee, to determine suitability for continued employment. All terms and conditions of this Agreement shall apply in full unless otherwise provided.
- (b) Regular Employee - a full-time or part-time employee who has satisfactorily completed or met the requirements of a probationary period(s) and who is employed on a continuous and/or permanent basis. Employees are entitled to employee benefits as per this Collective Agreement. Further, this employee shall not have her employment status changed as a Regular employee during the term of this Agreement.
- (c) Term Employee - a full-time or part-time employee who is employed to fill a specific work requirement which is anticipated to be of a **specific duration [i.e., fourteen (14) or more hours per week and for more than three (3) consecutive months duration]**. This employee is not entitled to any of the employee benefits of this Agreement except as otherwise provided. However, such an employee will receive, semi-monthly, sixteen percent (16%) calculated on her total wages in lieu of such benefits, including annual vacation pay.
- (d) Auxiliary Employee - an auxiliary employee shall mean an employee, full-time or part-time, who is employed on a day-to-day basis. An auxiliary employee shall be paid a minimum of four (4) hours pay at the hourly rate per shift. This requirement may be varied by mutual agreement, in writing, between the parties. An auxiliary employee shall also be paid a four (4) hour minimum when an expected work assignment is cancelled and the employee was not notified of such cancellation the day prior.

An auxiliary employee shall receive eight percent (8%), in addition to her regular hourly rate, calculated on her total wages in lieu of benefits, including annual vacation pay. It is not the intention of the College to employ an auxiliary employee instead of employing a regular or term employee. Auxiliary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as-needed basis, in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is understood that the use of auxiliary employees will not result in a lay-off nor a reduction of the regular hours of work, nor a loss of wages of a regular or term, full-time or part-time, employee.

- (e) Part-time Employee: means a regular or term employee who works an average of fourteen (14) or more hours per week, but less than thirty-five (35) hours per week. A part-time employee will be guaranteed a minimum of four (4) hours per shift. A regular part-time employee is entitled to benefits as per Article 17.6.
- (f) **Regular Sessional Employee: a full or part-time employee who has satisfactorily completed or met the requirements of a probationary period(s) and who is employed on a permanent basis for a minimum of six (6) consecutive months up to a maximum of ten (10) consecutive months each year.**

Regular Sessional employees are entitled to employee benefits as per this collective agreement.

See Schedule 'A'.

- 2.6 **"PRESIDENT"** means the College President and Chief Executive Officer.
- 2.7 A word used in the feminine gender also applies in the masculine gender, and vice versa, unless the context requires otherwise.
- 2.8 A word used in the singular also applies in the plural, and vice versa, unless the context requires otherwise.
- 2.9 **"SPOUSE"** -- For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same sex partner of an employee, provided that the relationship between the couple meets the requirements of a "common-law" relationship as determined by the benefit plan insurers. This definition shall apply to all Articles of this Agreement, including but not restricted to Articles 17.2, 17.3, and 17.4.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that the management and direction of the employees are retained by the College except as otherwise provided in this Agreement.
- 3.2 The College shall exercise its rights in a fair and reasonable manner. Management rights shall not be used to direct an employee in a discriminatory manner, nor shall they be used to deprive an employee of her employment except for just cause.

ARTICLE 4

UNION RECOGNITION & RELATIONS

- 4.1** The College recognizes the Union as the sole and exclusive collective bargaining authority for all employees as certified in accordance with the Labour Relations Code of British Columbia. Further, the College agrees to negotiate with the Union concerning all matters affecting their relationship, aiming towards a peaceful and amicable settlement of any differences.
- 4.2** The College shall not bargain or enter into any agreement with an individual employee. An employee shall not undertake to represent the Union without the proper authorization of the Union. In order that this may be achieved, the Union shall provide the President or his delegate with a list of the names of its officers. Likewise, the President or his delegate shall provide the Union with a list of the names of its personnel with whom the Union may be required to conduct business.
- 4.3** A designated representative of the Union shall report to and make arrangements with her supervisor when it is necessary for her to be absent from duty with pay for the purpose of carrying on negotiations with the College and/or of attending any mutually agreed-upon meeting or proceeding related to Union-College relations.
- 4.4** The Union shall have the right to have the assistance of a representative of CUPE or any other advisor when dealing or negotiating with the College. Such a representative/advisor shall have access to the College premises to investigate and assist in the settlement of a grievance.
- 4.5** The College shall accommodate on-site Union meetings when possible - it being understood and agreed that the scheduling of such meetings shall not interfere with the operation of the College.

ARTICLE 5

UNION-COLLEGE BARGAINING

5.1 Union Bargaining Committee

A Union Bargaining Committee shall be established and shall consist of not more than four (4) members. The Union shall advise the College of the names of the members of this Committee.

5.2 Bargaining Meetings - Scheduling

Bargaining meetings shall be scheduled at a time and a place determined by mutual agreement.

5.3 Bargaining Meetings - Attendance

A member of the Union Bargaining Committee shall have the right to attend bargaining meetings with the College held within her scheduled work shift without loss of pay.

5.4 Ratification Meetings

A member of the Union shall be permitted to attend a ratification meeting without loss of pay provided that a minimum of forty-eight (48) hours' notice is given in writing by the Union to the College.

ARTICLE 6 UNION MEMBERSHIP & DUES

6.1 Union Membership

All employees, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment. No employee shall be deprived of her employment by reason of loss of her membership in the Union for reasons other than those specified by the Labour Relations Code of B.C.

6.2 Union Dues - Deductions

The College shall deduct from every employee any dues, initiation fees or assessments levied by the Union from the semi-monthly payroll. These deductions shall then be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month and shall be accompanied by a list of the names of those employees from whose wages the dues have been deducted and of the amounts so deducted.

6.3 Union Dues - Income Tax (T-4) Slips

The College shall include on the Income Tax (T-4) slips the amount of the Union dues deducted.

ARTICLE 7 EMPLOYEE RIGHTS

7.1 Position Descriptions and Salary Classification

The College shall provide a Regular 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.

7.1.1 All newly-created or significantly revised Regular and Term positions shall be evaluated in accordance with the College/CUPE Gender Neutral Job Evaluation Plan.

7.1.2 All Regular and Term positions to be appealed shall be as per the procedures in the College/CUPE Gender Neutral Job Evaluation Maintenance Manual which shall be considered to be part of this Collective Agreement between the Parties.

7.2 Discrimination

The College agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoffs, discipline, discharge, or otherwise by reason of age, race, creed, colour, physical disability, national origin, political or religious affiliation, sex, sexual orientation, marital status, family status, nor by reason of her membership in the Union.

7.3 Sexual and Personal Harassment

The College and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure, the College's Sexual Harassment Policy, or by notifying the B.C. Council of Human Rights.

If the grievor chooses to file a simultaneous complaint with the Human Rights Commission, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint.

The parties agree that proven sexual or personal harassment is a serious violation of an employee's rights, dignity, and personal well being. The College will investigate all harassment grievances and treat all such grievances with seriousness and confidentiality. Where such grievances of a sexual or personal harassment nature are justified, appropriate disciplinary measures, up to and including dismissal are supported and endorsed by the parties.

Supervisory responsibilities which are carried out, including disciplinary action, are not harassment.

7.3.1 Sexual Harassment

Sexual harassment may be physical and/or psychological, and may take the form of any unwanted or unwelcome conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation by another employee of the College who knows, or reasonably should be expected to know, that such behavior is unwanted or unwelcome.

Sexual harassment also includes: sexual advances and requests for sexual favors such as an implied or expressed promise of a job-related reward to comply with a sexually-oriented request; a reprisal, or an implied or expressed threat of reprisal that impacts employment; a denial of employment opportunity, or the expressed or implied threat to deny employment opportunity.

Examples of sexual harassment that are not acceptable, include:

- verbal harassment or abuse such as sexist jokes, comments, conduct
- posters, postcards, calendars, pictures, literature which is sexually explicit and not related to the work environment
- unwanted touching, patting, pinching, physical contact
- unwelcome compromising invitations which are of a persistent nature.

7.3.2 **Personal Harassment**

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

Examples of personal harassment that are not acceptable may include:

- discriminatory behavior in violation of human rights legislation
- physical threats, abuse, assault, intimidation
- verbal abuse

7.3.3 **Harassment Complaints Procedure**

a) Obligation

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation.

- b) When harassment occurs an employee will immediately contact the Director of Human Resources or his/her designate by telephone or in person and a Union Representative. The complainant will follow up this contact with written documentation as soon as possible.

If the nature of the complaint is such that the College's representative and the Union's representative mutually agree, then the complainant has the right to leave the job site with pay until the College has made reasonable alternate work arrangements to accommodate the complainant while the complaint is being investigated.

Upon receipt of a formal written complaint, the Director, Human Resources or his designate, will investigate and provide a summary of action to be taken to the parties concerned, including the Union. Confidentiality will be maintained as much as possible subject to the requirements of the investigation and complaint procedures.

This action could include such disciplinary actions as transfer of job, suspension or dismissal. Bargaining unit employees, upon request, shall have the right to have a shop steward present.

- c) Employees who make legitimate complaints of harassment will not have their positions affected in any adverse way. Where the complaint is considered to be frivolous, malicious, vindictive or without substance or reasonable or probable grounds, the College shall take appropriate action.

7.4 Personal Duties

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee.

7.5 Strikes, Lockout & Picketing

Employees who are lawfully on strike or lawfully locked out, or who, as a matter of conscience, choose not to cross a legal picket line as provided by the Labour Relations Code of British Columbia shall not be subject to disciplinary action by the College. However, such employees shall forfeit their salary and applicable health benefits as per Article 17.2 for the period during which they are absent from duty. Applicable benefits coverage may be continued for a Regular employee provided the Union agrees to remit the full premium costs to the College for such benefits continuation.

7.6 College Personnel Files

7.6.1 Access

An employee shall have the right, upon given reasonable notice to the Manager of Human Resources, to have access to and review her personnel file and shall have the right to respond in writing to any document contained therein. Such a reply shall become part of the permanent record. Upon request, photocopies of any documents shall be provided to the employee.

7.6.2 **Restrictive Reports**

Within twenty (20) working days of receipt, the College shall inform an employee in writing of any internal or external written reports or evaluations which express dissatisfaction with the employee's work performance. If this procedure is not followed, the report shall not become a part of the employee's record for use against her in regard to termination, suspension, discipline, promotion, involuntary transfer, or any other related matters.

All such reports and evaluations must be copied to the employee's file in Human Resources and be available to the employee. Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure. If successfully grieved, such reports and evaluations will be removed from the file and/or files.

7.7 Right to Have a Steward Present

An employee shall have the right to have her Union Steward present at any formal meeting scheduled by a Supervisor (who is not in the bargaining unit) where such discussion is intended to be the basis of formal disciplinary action. When an employee is to be disciplined and such discipline is to become part of her personnel file, the Supervisor shall so notify the employee in advance so the employee may contact her Union Steward to be present at the formal meeting.

7.8 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

7.9 Working at Home

No employee shall be required/scheduled to perform work of the bargaining unit at her home. In no case shall an employee be permitted to enter into an agreement which could conflict with the above, without prior written consent of the Union.

ARTICLE 8 HOURS OF WORK

8.1 Normal Work Week

The normal work week shall be a guaranteed average of:

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

Notwithstanding (a) 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.

ARTICLE 9

SHIFT DIFFERENTIAL

9.1 Shift Differential

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. An employee whose normal work week includes Saturday **or Sunday** shall likewise be paid a shift differential for those Saturdays **or Sundays** worked.

9.2 Pyramiding with Overtime

There shall be no "pyramiding" of shift differential with overtime. That is, overtime rates shall apply to an employee's rate of pay for her scheduled work shift and shall only reflect a shift differential if the shift differential applies to the scheduled work shift.

9.3 Call Out

Employees called out to work before the beginning of a shift, where such hours worked are not continuous with the regular shift, or, called back after completing a regular day's work, where such work is not continuous with the regular shift, or from a day off, shall be paid for a minimum of four (4) hours at overtime rates. An employee called in on a scheduled rest day shall likewise be paid a minimum of four (4) hours at overtime rates.

ARTICLE 10 OVERTIME

10.1 Definition of Overtime

Overtime means those hours worked in excess of normal hours of work as per Article 8.1 (Hours of Work).

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.

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 circumstance presented, overtime may be carried forward as mutually agreed to, in 'advance', by the College and the employee.

10.3 Pay Rates

The rates of pay for overtime shall be:

- (a) one and one-half (1 1/2) times an employee's regular rate of pay for the first three (3) overtime hours worked in a day or eight (8) overtime hours worked in a week, and two (2) times thereafter; and
- (b) two (2) times an employee's regular rate of pay for all overtime worked on a scheduled rest day.

10.4 Assignment

Overtime shall be shared among all the employees in a work group, if applicable. It cannot be refused if twenty-four (24) hours' advance notice is provided to an employee and there is no other qualified employee able and willing to work the overtime.

10.5 Meals

An employee who works more than three (3) hours overtime on a scheduled work day shall claim a meal allowance consistent with College Policy No. 3.1.1.1 (Dinner: College Region). Further, she shall be permitted a one-half (1/2) hour meal break with pay at the applicable overtime rate.

10.6 Approved Time Off

An employee who is absent from work on an approved time off in lieu of overtime payment, shall be considered as if she had worked her scheduled shift(s) during such an absence.

10.7 Lay-off

An employee shall not be required to "lay-off" during her regular work schedule to equalize any overtime worked.

ARTICLE 11

STATUTORY/GENERAL HOLIDAYS

11.1 A regular, term, or auxiliary employee shall be entitled to the following statutory/general holidays or such other days as the College may designate to be taken in lieu of these holidays and/or any other day proclaimed by the Government of Canada, the Government of British Columbia, or the College, with pay:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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.

11.3 When a statutory/general holiday coincides with an employee's scheduled rest day, that employee shall receive a day's pay or another day off with pay at a time mutually determined by the employee and the College.

- 11.4** An employee who is required to work on a statutory/general holiday shall be paid at two (2) times her regular rate of pay and, in the cases of Christmas Day and New Year's Day, at three (3) times her regular rate of pay.

ARTICLE 12 ANNUAL VACATIONS

- 12.1** (a) A regular employee who is not on a leave of absence without pay shall earn and be entitled to the following annual vacation:

first to fourth year	15 working days (pro rata)
fifth year	20 working days (pro rata)
sixth year	21 " " "
seventh year	22 " " "
eighth year	23 " " "
ninth year	24 " " "
tenth year and over	27 " " "

- (b) A regular employee who commenced employment prior to January 1, 1984 and who is not on a leave of absence without pay shall earn and be entitled to the following annual vacation:

27 working days

- (c) A regular employee who is not on leave of absence without pay shall be entitled to three (3) additional days' vacation, to be taken between Christmas Day and New Year's Day, except for those employees whom the College requires to work during that time. In such cases, those days may be re-scheduled.

- 12.2** The annual vacation entitlement will normally be taken during the current calendar year. However, under special and exceptional circumstances, the College may approve it being carried over to the next calendar year.
- 12.3** The annual vacation entitlement shall be scheduled and taken in blocks of not less than five (5) consecutive working days, except for five (5) days which may be scheduled and taken in blocks of less than five (5) days but not less than one (1) day.
- 12.4** To facilitate the approval of a vacation request by the Manager or his delegate, "departmental" annual vacation schedules shall be completed by **March 15** of the year in which the vacation is scheduled to be taken. After the approval of these schedules, seniority will NOT apply to bump employees with lesser seniority.
- 12.5** Upon termination, annual vacation entitlement earnings and accumulation shall be computed to the last day worked and any unused annual vacation entitlement shall be paid out in salary.
- 12.6** If a term employee becomes a regular employee and there is no break in employment services, for purposes of vacation entitlement, the original date of hire will be used.

ARTICLE 13

LEAVES WITH PAY

13.1 Sick Leave

13.1.1 General Conditions

- (a) Sick Leave means the period of time an employee is absent from work with or without pay by virtue of illness, injury, quarantine, or under examination or treatment by a medical/dental professional or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The College may require medical proof of sick leave to verify an employee's absence.
- (c) An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that she was unable to carry out her duties and is fit to return to work. The cost of such certificate shall be borne by the College.

13.1.2 Sick Leave Entitlement

A Regular Full-time, Regular Sessional or Regular Part-time employee, not on a leave of absence, shall earn and accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month to a maximum of 120 days (120) as per the following:

1st year of employment:	18 working days (pro-rata)
2nd year of employment:	36 working days (pro-rata)
3rd year of employment:	54 working days (pro-rata)
4th year of employment:	72 working days (pro-rata)
5th year of employment:	90 working days (pro-rata)
6 years or more:	120 working days (pro-rata)

Absence from work due to an illness or a non-industrial injury shall be claimed against the accumulated but unused sick leave credits. The College may advance sick leave credits to a maximum of five (5) days. After three (3) or more consecutive days of absence, the College may require appropriate verification of any illness or injury necessitating a sick leave claim. However, in extenuating circumstances as determined by the College, the College may require appropriate verification for less than three (3) consecutive days of absence.

13.1.3 Term Employee Entitlement

A term employee will earn sick leave entitlement at a rate of one and one-half (1.5) days per month worked, pro-rata, during the period(s) of her employment. If a Term employee becomes a Regular employee and there is no break in service, then for the purposes of sick leave entitlement, the unused portion of the sick leave entitlement earned but not taken will be carried forward.

13.1.4 Illness during Scheduled Vacation

If an employee suffers an illness or injury during her vacation leave and such illness or injury results in confinement under the care of a physician for a period of five (5) consecutive days or more, then the employee may claim the absence under her unused sick leave entitlement, and her vacation leave will be reinstated to her entitlement, or extended, subject to College approval.

13.1.5 Estate Benefit

In the event of the death of a regular or term employee during her employment with the College, the College shall make a one-time payment to the employee's estate of fifty percent (50%) of the employee's accumulated unused sick leave entitlement.

13.1.6 Bridging to LTD Benefit

If a regular employee has exhausted her sick leave entitlement and is to commence on Long Term Disability benefits approved by the Insurer, then she shall be entitled to receive a maximum of ten (10) additional paid sick leave days entitlement on a one-time basis, in order to accommodate any shortfall of entitlement that may have pre-existed to her qualifying for Long Term Disability.

13.2 **Bereavement Leave**

- (a) In the event of a death in the immediate family, (parents, spouse (including common-law spouse), common-law children, common-law parents-in-law, brother, sister, child, step child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild) or any other person living in the same household, a regular or term employee not on a leave of absence without pay shall be eligible for a bereavement leave with pay for a maximum of five (5) consecutive working days, one of which must be the day of the funeral. Bereavement leave may be granted by the Manager of Human Resources in the event of the death of another individual, depending upon the specific circumstances presented.
- (b) Upon notification to the College, a regular or term employee not on a leave of absence without pay shall be eligible for a leave with pay not normally exceeding one (1) working day to attend a funeral.

13.3 **Personal Circumstance Leave**

A regular or term employee will be granted upon application, for illness within the immediate family, personal circumstance leave with pay of three (3) days for tending to and/or arranging for the care of a member of the employee's immediate family as defined in Article 13.2.

Personal circumstance leave may be granted more than once for the same situation, provided the total personal circumstance leave and/or bereavement leave requirements do not exceed twelve (12) working days per year.

Personal circumstance leave entitlement will be allotted in each calendar year. It shall not accrue and unused time shall not be carried forward to the next year.

13.4 Jury Duty & Court Appearance

- (a) To qualify for approval from the College to be absent with pay when summoned to serve on a jury, when subpoenaed as a witness in a criminal proceeding or as a witness in a civil action if not a party thereto, or when appearing as a defendant in a criminal or traffic case if acquitted therefrom, a regular or term employee shall produce the summons or subpoena or submit such other evidence showing the necessity for the absence.
- (b) The employee shall provide the College with proof of attendance from an Officer or Clerk of the Court. Any non-expense fee(s) paid to the employee shall be assigned to the College.

ARTICLE 14 LEAVES WITHOUT PAY

14.1 Maternity/Parental/Adoption Leave

- (a) Maternity/parental/legal adoption leave will be granted to a regular or term employee on written application to the President or his designate via the appropriate supervisor(s). The application shall be supported by a certificate from a physician stating that the employee is pregnant and estimating the probable date of the birth of the child, or, in the case of an adoption leave, by proof of the legal adoption of the child.
- (b) The duration of the leave shall be determined by the President or his/her designate in consultation with the employee, taking into account individual needs as far as possible as well as any statutory requirements. It shall not normally exceed twelve (12) months less any unused annual vacation entitlement. It may be extended for up to an additional six (6) months when a certificate from a physician is presented certifying that, for medical reasons, the health of either the mother or the child dictates such an extension.
- (c) The leave shall be without pay.

- (d) The employee shall not claim accumulated unused sick leave credits for maternity/parental/adoption purposes. However, in the instance of maternity leave where there is a valid medical reason for the absence relating to the employee's pregnancy, and such a condition exists and, if applicable, earned sick leave entitlement may be used, subject to written receipt of the physician's certificate.
- (e) Notwithstanding the above provisions, the College shall continue to make its contributions toward the premiums for group benefits during the period of the leave, provided that the employee does the same.
- (f) Notwithstanding the above provisions, annual vacation, sick leave, and salary increment entitlement will continue to accrue for a period of eighteen (18) weeks.
- (g) An employee who resumes employment on the expiration of the leave shall be reinstated in all respects in the position previously occupied by that employee or in a comparable position and with all changes to salary and benefits to which she would have been entitled had the leave not been taken.
- (h) A request for an additional twelve (12) weeks of parental leave shall be granted to either the mother or the father of the child as per the Employment Standards Act Amendment, 1991, in which case, annual vacation, sick leave, and salary increment entitlement will continue to accrue.

14.2 Leave for Union Functions/Business

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

14.3 General Leaves

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

ARTICLE 15

SALARY SCHEDULE

15.1 An employee shall be paid in accordance with the following salary schedule which is attached hereto and forms part of this Agreement:

Schedule 'B': November 30, 1997 - March 31, 1999

15.2 A regular employee will advance from step to step within the relevant pay grade on her anniversary date subject to satisfactory service as determined by the College.

15.3 A term employee, re-hired as a term employee within six (6) months of the termination of her previous employment, shall have her previous service accrued and applied to this advancement within the relevant pay scale and will advance upon accruing twelve (12) month's of service.

ARTICLE 16

SALARIES & ALLOWANCES

16.1 Pay Days

The College shall pay salaries by the fifteenth (15th) and by the last day of each month. Auxiliary employees shall be paid on the 15th and last day of each month for hours worked in the preceding pay period. On each pay day, an employee shall be provided with an itemized statement of her wages, overtime, and other supplementary pay, and deductions.

16.2 Relieving in a Higher Paid Position

When an employee is appointed to relieve in a position paying a higher rate of pay, she shall receive the higher rate after a minimum of two (2) consecutive work days. Payment shall be at the employee's current step placement.

16.3 Assigned to a Lower Paid Position

When an employee is assigned to a position paying a lower rate of pay, her rate shall not be reduced. However, if such a reduction is contemplated, it shall be subject to agreement between the College and the Union.

16.4 Travel Expenses

An employee who provides her own means of transportation for approved College business shall receive reimbursement at the rate of thirty-two cents (\$0.32) per kilometer driven on College business.

ARTICLE 17

GROUP BENEFITS

17.1 Definition of Spouse

For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same-sex partner of an employee, provided that the relationship between the couple meets the requirements of "common law" relationship as determined by the benefit plan insurers. This definition shall apply to all articles of this Agreement including, but not restricted to, Articles 17.2, 17.3, and 17.4.

17.2 Health Care Benefits

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

- (a) life insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- (b) accidental death and dismemberment insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- (c) Medical Services Plan of British Columbia, single, couple, or family coverage, at a cost of one hundred percent (100%) of the premium;
- (d) extended health care insurance plan, single or family coverage, at no cost; and
- (e) dental insurance plan, single or family coverage, at no cost. **Effective 30 calendar days from the signing of this agreement, Plan 'C' orthodontic will be increased to 80% coverage with a lifetime maximum of \$3,000.**
- (f) vision care insurance, single or family coverage, at no cost to the employee. [One hundred (100) percent reimbursement to a two hundred dollar (\$200) maximum every two (2) years] **Effective 30 calendar days from the signing of this agreement, this insurance will be increased to a two hundred and fifty dollar (\$250) maximum every two years.**
- (g) **A summary of the current Health Care Plan is included in Appendix 'A'.**

17.3 Long Term Disability Insurance Plan

- (a) A regular employee shall pay one hundred percent (100%) of the cost of the premium of a long term disability insurance plan. This plan shall provide benefits in the amount of two-thirds (2/3) of the monthly salary to a maximum benefit of three thousand five hundred dollars (\$3,500) after the ninetieth (90th) day of disability.

- (b) Notwithstanding any provisions in this Agreement to the contrary, an employee on an approved leave of absence without pay for a period of six (6) months or less (and only for a period of six (6) months or less) shall continue to pay the cost of the premium of the long term disability plan during the period of the leave.

17.4 Pension Plan

A regular employee, **including a regular part-time or regular sessional**, shall be covered by a superannuation or pension plan under the Pension (Municipal) Act.

17.5 Exemptions

An employee who exempts herself or is exempted from any of the foregoing group benefits forfeits all claims against the College for any premium or contribution the College would have made on her behalf.

17.6 Regular Part-time and Regular Sessional Employees

(a) Regular Part-time Employees

A Regular part-time employee, working an average of at least twenty-one (21) hours per week on a regular basis, shall participate in the Health Care benefits outlined in Article 17.2 on the first day of the month following one full month of employment. These benefits will be cost-shared, with the College paying a percentage of the cost equal to the employee's work percentage. She shall also participate in the LTD plan and pay the full cost of that plan.

A Regular part-time employee, working less than an average of twenty-one (21) hours per week on a regular basis, is not eligible to participate in the Health Care benefits outlined in Article 17.2. She shall receive, in addition to her hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

(b) Regular Sessional Employees (Full-time and Part-time)

A Regular sessional employee, working an average of at least twenty-one (21) hours per week on a regular basis, shall participate in the Health Care benefits outlined in Article 17.2 on the first day of the month following one full month of employment. If she works less than full time during the session, these benefits will be cost-shared during the session, with the College paying a percentage of the cost equal to the employee's work percentage during the session. She shall also participate in the LTD plan and pay the full cost of that plan. During the scheduled lay-off of a Regular Sessional employee, she will have the option to cease benefits coverage or continue with employee benefits at full cost to her.

A Regular sessional employee, working less than an average of twenty-one (21) hours per week on a regular basis, is not eligible to participate in the Health Care benefits outlined in Article 17.2. She shall receive, in addition to her hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

(c) Grandparenting Provision

An employee who is working an average of twenty-one (21) hours or more per week on a regular basis as a Regular part-time or Regular sessional employee on the date of signing of this collective agreement will have a one-time option to decline participation in the Health Care benefits plan. That option must be exercised within one month of the signing date and is irrevocable for as long as she continues as a Regular part-time or Regular sessional employee. If she chooses to decline participation in the plan, she will receive, in addition to her hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

17.7 Changes in Carriers/Coverage

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

17.8 Indemnity

Except where there has been gross negligence or malicious or willful misconduct on the part of an employee, the College will:

- a) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the College; and
- b) assume all costs, legal fees, and other expenses arising from any such action in accordance with the existing "Ministry of Advanced Education, Training and Technology Colleges & Institutes Protection Program", Section 4, Part B, Standard Comprehensive General Liability Insurance.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

18.1

The Parties agree that professional development for the purposes of assisting an employee to upgrade her skills and knowledge, to adapt to new work methods and procedures and to prepare for career development and advancement within the College is in their interest.

18.2 With its prior approval, the College shall reimburse a Regular employee upon the successful completion of a work-related course for the associated registration and tuition fees and assigned reference materials to a maximum of **six hundred dollars (\$600.00)** per year. The College must approve any absence from work to take such a course, etc., and the employee must be prepared to make up any absence from work in a manner acceptable to the College. Also, the College shall attempt to schedule work shifts to accommodate an employee taking such a course, etc. A term employee may also make application for benefits under this Article which will be considered by the College on the basis of its individual merits.

18.3 The College, in recognition of the need to upgrade and further develop its employees, will continue to sponsor in-house training during regular working hours. Employees will be encouraged to participate in such endeavors whenever possible.

18.4 Educational Leave

A regular employee with at least five (5) consecutive years' service may be eligible for an educational leave without pay not exceeding **twenty-four (24)** months as per the following conditions:

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

ARTICLE 19 EMPLOYMENT SECURITY

19.1 Work of the Bargaining Unit

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement or in the case where the College deems an emergency to exist and where no bargaining unit employees are available.

19.2 Contracting Out

The College reserves the right to contract out any work not normally performed by an employee in the bargaining unit. The College also reserves the right to contract out any work normally performed by an employee in the bargaining unit, except where such contracting out would result in an employee in the bargaining unit being laid off or in a reduction in the normal hours of work or in a loss of wages as outlined in this Agreement.

- 19.3** The College will not reduce the normal work week of a regular employee for the purpose of hiring an auxiliary employee.

ARTICLE 20 SENIORITY

20.1 Seniority Defined

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

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

20.2 Probationary Period: New Employees

Effective the first day of the month following ratification of this Agreement to March 31, 1995:

All newly-hired Regular or Term employees covered by this Agreement, shall serve a probationary period of three (3) months, except for the bargaining unit positions which are classified at salary grade G and H respectively, which shall serve an eight (8) month probationary period of employment.

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

Effective April 1, 1995:

Newly-hired Regular or Term employees who are classified at salary grade(s) 11 (eleven) or greater shall serve an eight (8) month probationary period of employment.

20.3 Seniority List

The College shall maintain a seniority list for all Regular employees, listing name and the date each employee commenced employment. The College shall also maintain a current list of all Term employees, listing name and duration of employment.

A revised seniority list of all Regular employees and a list of current Term employees will be sent to the Union by March 31 of each year, or will be made available upon request.

20.4 Retention of Seniority

- (a) A Regular employee (Probationary, Full-time, Part-time, Sessional) shall continue to accrue seniority while she is on an approved absence from work due to layoff, illness or injury, or other approved leave of absence.
- (b) A Term employee shall continue to accrue seniority while she is on an approved absence from work due to illness or injury or other approved leaves of absence provided such absence does not exceed the duration of the Term employee's appointment. A term employee shall only retain seniority between appointments if she is rehired into a Regular position or another Term appointment within eighteen (18) months of the conclusion of the previous term of appointment at the College.
- (c) For the purpose of clarification, Term employees do not have the right to bump as per Article 22.2.

20.5 Loss of Seniority

An employee shall lose seniority only if:

- (a) An employee resigns.
- (b) An employee is discharged for just cause and is not reinstated.
- (c) A Regular Full-time, Regular Part-time or Regular Sessional employee is laid off for a period longer than two (2) calendar years.
- (d) A Regular Full-time, Regular Part-time or Regular Sessional employee fails to return to work within five (5) working days after receiving notice of recall by double registered mail.
- (e) A term employee is not rehired by the College within an eighteen- (18) month period from the conclusion of her previous employment.

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

After the closing date of the internal posting, current Regular Full-time, Regular Part-time, Regular Sessional and Term 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.

Auxiliary employee applicants will be considered for vacant positions that have not been filled through the Internal Job Posting process before these positions are made available to the general public.

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.

21.2 Trial Period: Internal Job Postings

When a Regular 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.

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 regular employees promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to her former Regular position(s).

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.**

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 thirty six (36) 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.

ARTICLE 22

LAYOFFS & RECALLS

- 22.1** A layoff shall be defined as a reduction in the work force or a reduction in the normal hours of work for Regular Full-time employees, as defined in Article 8.1, or, a reduction below the minimum number of hours/week for Regular Part-time employees, as defined in Article 2.5., or, a reduction below the minimum number of months/year for a Regular Sessional employee, as defined in Article 2.5.
- 22.2** The Parties recognize that employment security shall increase in relative proportion to the length of service. Therefore, in the event of a layoff in an area determined by the College, regular employees shall be laid off in the reverse order of their seniority. A regular employee shall have the right to utilize her seniority throughout the College.

However, in order for her to utilize her seniority rights, she must possess the present qualifications, abilities, and skills as determined by the College to perform the functions of the position in question. However, a regular employee about to be laid off may bump any employee with less seniority provided she possesses the present qualifications, abilities and skills (as determined by the College) to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

22.3 The College shall notify a regular employee who is to be laid off at least thirty (30) working days prior to the effective date of the layoff. The College shall normally notify a Term employee who is to be laid off prior to the duration of her appointment at least ten (10) working days prior to the effective date of the layoff. An employee shall be paid for those days in lieu of notice.

22.4 A regular employee shall be recalled for up to two (2) years following her layoff in the relative order of her seniority providing she possesses the present qualifications, abilities, and skills as determined by the College to perform the functions of the vacant position. No new employee shall be hired, other than with respect to a new position, until those laid off have been provided an opportunity for recall.

22.5 Severance Pay

In the event of a layoff, a regular employee may elect severance pay at the time notice of layoff is received, or during the period of layoff, or, upon the expiration of her recall rights. Such severance payment is as follows:

- (a) after six (6) consecutive months of employment: two (2) weeks' pay
- (b) after three (3) consecutive years of employment: three (3) weeks' pay, plus an additional one (1) week's pay per each subsequent year of completed employment, up to a maximum of twelve (12) weeks' pay.

An employee who elects severance pay, shall then lose all other rights under Article 22.

22.6 Bumping Procedure

The bumping procedure is outlined in two Letters of Understanding at the back of this Agreement.

ARTICLE 23

OCCUPATIONAL HEALTH & SAFETY

The Union and the College agree that safety and health shall be in accordance with the Worker's Compensation Act and all its regulations.

There shall continue to be an Occupational Health & Safety Committee with member(s) from Management, two (2) members from CUPE Local 2773, with optional membership from the Faculty Association and from the Student Association.

The Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be made available to the Employer, the Union, and the Workers' Compensation Board.

ARTICLE 24

WORKERS' COMPENSATION PROTECTION

- 24.1** All employees shall be covered by the Workers' Compensation Act. No employee shall have her employment terminated as a result of absence from work with a compensable accident. Pending settlement of the insurable claim, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.
- 24.2** An employee prevented from performing her regular duties with the College on account of an occupational accident that is recognized by the Workers' Compensation Act, shall receive from the College the difference between the amount payable by the Workers' Compensation Board and her regular net salary. In order to continue receiving her salary, the employee shall assign her Workers' Compensation cheque to the College.
- 24.3** The Workers' Compensation supplement shall immediately cease in instances when:
- a) Final determination is made under the Workers' Compensation Act provisions that the employee is able to return to work, **OR**
 - b) The Workers' Compensation Board grants the employee a permanent pension for either partial or total disability, and the employee becomes eligible for the amount of Long-Term Disability benefits provided by the Insurer, **OR**
 - c) The expiration of two (2) years from the date of injury.
- 24.4** All accidents and injuries must be reported within twenty-four (24) hours or as practicable to the employee's immediate supervisor or the Human Resources Department.

ARTICLE 25

PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the College shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the College and the Union.

ARTICLE 26

ACQUIRED RIGHTS

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation, annexation, merger, or other structural change of the Board, the entire Agreement shall not be invalidated and the existing rights, privileges, and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

ARTICLE 27

EMPLOYMENT ADJUSTMENT PLANS AFFECTING REGULAR EMPLOYEES

27.1 The Parties agree to regularly consult with each other, as per the provisions of Article 28.3, Labour/Management Committee.

27.2 During the term of this Agreement, if the College introduces or intends to introduce a measure, policy, practice, or change that will affect the terms and conditions of employment, or the employment security of two (2) or more Regular employees, then, the following procedures will occur:

- (a) The College shall give notice to CUPE at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected, and,
- (b) After notice has been given, the President of the College and the President of the Union will meet and mutually determine whether the matter(s) shall be forwarded to the Labour/Management Committee as per Article 28.3, or, whether an Ad Hoc jointly-represented Committee be immediately constituted. The College and Union representatives as per the mutual decision shall meet, in good faith, and endeavor to develop an employment adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;

- (v) entitlement to pension and other benefits including early retirement benefits;
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.

27.3 The provisions of this article shall not apply to the termination of employment of employees as per Section 49.2 of the Employment Standards Act.

27.4 Should the decision as per Article 27.2 be that Regular employees will be permanently laid off, then, those Regular employees shall be entitled to the provisions of layoff, recall, and severance as per Article 22 of this Agreement.

ARTICLE 28

GRIEVANCES

28.1 Grievance Procedure

- (a) It is the intent and the purpose of this Article to provide the Parties with a procedure whereby grievances and/or disputes as to the interpretation, application, administration, or alleged violation of any of the articles in this Agreement will be resolved without work stoppage and in the following manner:

Step 1: Within twenty (20) working days of the incident, the employee shall meet with or without a shop steward, to discuss the matter with her immediate supervisor who is not within the scope of the bargaining unit. A written record of the grievance and the resolution shall be prepared and agreed upon by the immediate supervisor and the employee and/or shop steward. A copy of this record shall be forwarded to the Union and the Human Resources Department. A sincere effort shall be made to resolve the matter at this stage.

Step 2: Failing a satisfactory settlement at Step 1, the employee may, within ten (10) working days of the discussion, submit the grievance in writing to her immediate "excluded" supervisor.

The supervisor shall arrange and hold a meeting with the Parties concerned within five (5) working days of receipt of the written grievance, and shall provide the employee with a written response within a further ten (10) working days.

Note: If, and only if, the immediate "excluded" supervisor is a Vice-President or another person directly reporting to the President, Step 3 shall be omitted and the next step shall be Step 4.

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

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

Step 4: Failing a satisfactory settlement at Step 3, the employee may, within ten (10) working days of receipt of the written response, forward a copy of the written grievance along with any other relevant information to the President or his delegate.

The President shall arrange and hold a meeting with the Parties concerned within ten (10) working days of receipt of the written grievance, and shall provide the employee with a written response within a further ten (10) working days.

Step 5: Failing a satisfactory settlement at Step 4, the employee may, within twenty-two (22) working days of receipt of the written response, advance the grievance to arbitration. Notice of Intent to advance to arbitration shall be in writing to the President or his delegate.

When the grievance is advanced to arbitration, the Parties shall select a mutually acceptable arbitrator. In the event that mutual agreement cannot be reached, either Party may, upon five (5) working days' written notice to the other Party, request the Minister of Labour of the Province of British Columbia to appoint an arbitrator.

The arbitrator shall only have the authority to apply, or to determine compliance with, the provisions of this Agreement and shall not have the authority to in any way add to, detract from, or alter the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Parties.

Each Party shall pay the expenses incurred in connection with the preparation and presentation of its own case to the arbitrator and shall equally share the expenses of the arbitrator.

- (b) When an employee is suspended or discharged and such suspension or discharge is deemed by the Union to be unjust and is submitted to grievance, the grievance shall be commenced at Step 4. Such grievance must be initiated within twenty-two (22) working days of the written notification to the employee of her suspension or discharge.
- (c) A dispute involving a question of general application or interpretation or where a group of employees or the Union has a grievance, it shall be defined as a policy grievance.
 - (i) If the Union grieves, it shall submit the grievance directly to the Director of Human Resources, or his designate.
 - (ii) If the College grieves, it shall submit the grievance directly to the President of the Union.
 - (iii) The time frames in Step 3 onwards shall apply.
- (d) An employee shall have the right to have in attendance a Union officer and/or a CUPE representative at any step of the above procedure.
- (e) The Union shall be notified in advance of any meeting related to the above procedure and shall receive a copy of any written response.
- (f) A grievance shall be deemed abandoned and all rights to recourse shall cease when the aggrieved Party fails to advance the alleged grievance to the next step within the prescribed time limits as set forth in this Article.
- (g) Time limits as set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld.

28.2 Union Stewards

- (a) The College acknowledges the rights and duties of the Union Stewards. A Steward shall assist an employee whom she represents in preparing and presenting her grievance in order to provide for an orderly and speedy procedure for the settlement of a grievance.
- (b) The Union shall notify the College in writing of the names of the Stewards, the areas which they represent and the name of the Chief Steward before the College shall be required to recognize them.

- (c) The College shall not in any way hinder, coerce, restrain, or interfere with a Steward in the performance of her duties while she is investigating a dispute and presenting an adjustment as provided in this Article. The Union recognizes that a Steward is employed by the College and shall not leave her regular duties during working hours without first obtaining the permission of her supervisor, which shall not be unreasonably withheld or delayed.
- (d) An employee shall have the right to have her Steward present at any discussion with supervisory personnel which is or may be the basis of disciplinary action.

28.3 Labour/Management Committee

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. The College shall provide a recording Secretary to this Committee who shall not be in the bargaining unit.

28.3.2 Function

All matters of mutual concern, which may include, but are not restricted to collective work issues, operational issues and efficiencies, hours of work, and other working conditions may be referred to the Labour/ Management Committee. However, the Labour/Management Committee shall not entertain discussion or process delegated to the internal Committee responsible for the job evaluation process.

The Committee shall not have the authority to alter, modify, or change the Collective Agreement.

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.

28.3.4 Time Off for Meeting

Any representative of the Union on the Labour/Management Committee who is in the employ of the College, shall have the privilege of attending Committee meetings without loss of remuneration.

ARTICLE 29

GENERAL PROVISIONS

29.1

Term

This Agreement shall be binding and remain in effect from **April 1, 1997 to March 31, 1999** and shall continue from year to year thereafter.

29.2

Re-negotiation Notice

Either Party desiring to propose changes to this Agreement shall provide such notice in writing to the other Party within the period of thirty (30) and ninety (90) calendar days prior to the termination date of this Agreement.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Wayne Malone, National Representative

Vera Appleby, Board Chair

Brian Harvey, President

Dr. W. Berry Calder, President

Pam Catsirelis, CUPE Negotiating
Committee Member

Ann Buckman, Board Personnel Committee

Cathy Holloway, CUPE Negotiating
Committee Member

Denis Kielly, COTR Negotiating Committee
Member

Heather Schneider, COTR Negotiating
Committee Member

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

RE: Voluntary Workload Reduction

The College agrees to provide a voluntary workload reduction program **during the life of this agreement**. The purpose of the workload reduction program is to **allow** eligible Regular Full-time employees the opportunity to take a 'partial paid leave' or a 'temporary workload reduction' from their regular hours of work.

GENERAL PROVISIONS

1. Only incumbents who have successfully completed College probationary requirements and are employed in Regular full-time positions will be eligible for consideration. Requests will be assessed on an individual basis and shall consider such things as the nature of the job duties; operational requirements; and impact on services to the College staff, students, and the general public.
2. The Regular Full-time position shall be continued as a Regular Full-time position for purposes of College and Union "position inventory". The intent being that the Parties will continue to recognize the position as "normally" Regular Full-time. The voluntary workload reduction program is not intended to result in the reduction of the number of Regular full-time positions in the bargaining unit, nor intended to reduce/alter the normal hours of work for the Regular full-time position (i.e. seven (7) hours per day, thirty-five (35) hours/week, five (5) consecutive days/week).
3. **There shall not be any additional salary and/or benefits costs to the College, nor any reduction in the 'pre-voluntary workload reduction' salary and/or benefits to the Regular full-time employee..**

APPLICATION PROCEDURE AND PROCESS

1. The Regular Full-time employee must first submit her written request to her immediate Supervisor. The written proposal must provide that the Regular Full-time employee wishes to apply for a voluntary workload reduction for a minimum of three (3) months and for a minimum of twenty-one (21) hours per week. The proposal shall not carry beyond the life of this agreement. The Supervisor, after discussion with the employee, shall then forward the application to the College President for final approval.

2. The College President or his designate, shall normally approve the application provided that the employee(s) making the application, and the designated Supervisor agree that an accommodation may occur. Within ten (10) working days of the written submission, the College President or his designate shall inform the employee(s) in writing of his decision, and if the request is not approved, the reasons for non-approval will be in writing. The decision to deny a request shall not be grievable by the employee and/or by the Union.
3. If either the employee and the Union, or the College wants to terminate the approved arrangement, it shall become terminated upon two (2) weeks' written notice by either Party and shall not be grievable.
4. The selection process to fill the balance of the vacated Regular position's workload and/or portion of the job duties resulting from an approved job share arrangement, shall be in accordance with the Collective Agreement, subject to the "vacated" portion of the Regular Full-time position's duties not being substantially different than the overall intent or "whole" job consideration. If the portion of the job duties "vacated" are substantially different to warrant a review, the review shall be consistent with the procedures established by the Classification Committee on job evaluation prior to selection procedures.

REGULAR FULL-TIME EMPLOYEE: PROVISIONS WHILE ON VOLUNTARY WORKLOAD REDUCTION

1. The Regular employee who is on an approved job share arrangement, shall continue to accumulate seniority as per the provisions of Article 20.
2. The Regular employee's salary shall be pro-rated at the appropriate percentage of the full-time equivalency, based on the number of voluntary reduced weekly hours of work for the effective duration of the approved job share program, and consistent with this Letter of Understanding.
3. The Regular employee's group benefits coverages as per Article 17.2 (Health Care Benefits); Article 17.3 (Long Term Disability) and Article 17.4 (Pension Plan) shall continue during the job share arrangement, except that the College shall contribute benefits premiums to the appropriate percentage of the full-time equivalency, and, the employee shall then be required to contribute to the balance of the applicable benefit(s) premium(s).
4. The Regular employee shall continue to be entitled to all other benefits (e.g. vacation entitlement, sick leave entitlement, etc.) as per the provisions of the Collective Agreement during the period of the workload reduction program.
5. If the Regular employee is required to work sporadic overtime while she is on the voluntary workload reduction program, overtime rates as per Article 10.3 apply after the full hours of work (daily or weekly) have been completed.

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.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

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

**RE: Regular Employee Salaries "Circled" by Implementation of Joint Gender
Neutral Job Evaluation Plan**

The Parties recognize that **with the** implementation of the College/CUPE Gender Neutral Job Evaluation Plan, some specific employee salaries **have been** "circled". "Circled" means that an employee's current salary is more than the revised pay rate.

Therefore, the following procedure will occur in these specific circumstances:

An employee(s) whose salary as at **November 29, 1997** would exceed the salary rate for the position(s) that they hold as of **November 30, 1997**, will be "circled" in that no loss in current salary would occur, and the employee shall receive a **1/2% (one-half percent)** salary adjustment effective **November 30, 1997**.

POSITION #'s AFFECTED

32
39

The aforementioned procedure shall be in effect provided the specific Employee remains in the current position and in the employ of the College during the term of this Collective Agreement. However, this Letter of Understanding will become null and void on an individual by individual employee basis under the following circumstances:

1. The specific employee successfully appeals her position rating (as per the procedures of the job evaluation maintenance manual) resulting in a reclassification to a higher point-rating which carries a higher pay level that exceeds the employee's current salary.
2. The specific employee leaves the employ of the College.
3. The specific employee becomes the successful appointee for another position (with a "higher-paid" pay level) within the bargaining unit as per Article 21.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

RE: Bumping Procedure (1)

Both parties agree to the following:

Bumping Procedure

ELIGIBILITY

To be eligible to bump, a laid off employee must

- a. be a regular employee**
- b. be senior to the person in the position being bumped into**
- c. possess the present qualifications, abilities and skills as determined by the College, to perform the functions of the position in question**
- d. be within two pay levels of the classification of the position bumped into**

DEFINITIONS

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

Pay Level - the current classification level assigned to a position

Seniority - the length of service with the College in a Regular Full-time, Regular Sessional, or Regular Part-time position and includes the length of service with the College in a Term position prior to November 21, 1994.

PROCEDURE

Step 1

The laid off employee will have 10 working days from receipt of lay-off notice to indicate written intention to bump. The written intention, addressed to the Director of Human Resource Development, must state all the position(s) into which the employee feels she can bump and the Campus of the position(s). The employee will be required to outline the present qualifications, abilities and skills to perform the position(s) to be bumped.

Step 2

Within 5 working days of the bump request, the College will make a decision on which, if any, position the employee may bump. (This may include positions the employee has not identified in Step 1.) If an employee is eligible to bump into more than one position, the employer will approve the bump in the following order:

Employee's Campus

- a. into the position that is occupied by the least senior person at a pay level equal to the employee's pay level**

- b. into the position that is occupied by the least senior person at a pay level lesser than but closest to the employee's pay level**
- c. into the position that is occupied by the least senior person at a pay level greater than but within two pay levels of the employee's pay level**

Another Campus

- d. into the position that is occupied by the least senior person at a pay level equal to the employee's pay level**
- e. into the position that is occupied by the least senior person at the pay level lesser than but closest to the employee's pay level**
- f. into the position that is occupied by the least senior person at a pay level greater than but within two pay levels of the employee's pay level**

This order is sequential. For example, a bump under b. will only be approved if there are no possible bumps under a.

Step 3

If an employee is bumped because of step 2, she will have 10 working days from receipt of her lay-off notice to indicate written intention to bump. The written intention, addressed to the Director of Human Resource Development, must state the position(s) into which the employee feels she can bump and the Campus of the position(s). The employee will be required to outline the present qualifications, abilities and skills to perform the position(s) to be bumped.

Step 4 - Same as Step 2

Step 5 and 6 - Same as Steps 3 and 4

If required.

Notes

- 1. When an employee bumps, her salary will be adjusted to the highest step in that pay level that is equal to or greater than her current salary. In no instance will an employee be paid beyond the top step for a pay level.**
- 2. If an employee chooses not to inform the Director of Human Resource Development of her written intention to bump or if an employee is ineligible to bump, she will proceed to lay off as per the lay off notice.**
- 3. The effective date of all bumping shall be the original date of layoff.**
- 4. An employee who bumps to another campus will be responsible for her own moving expenses (if applicable).**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

RE: Bumping Procedure (2)

The parties agree:

- 1. That a person cannot bump into a position greater than 2 pay levels above the level of their current position. In any case, bumping up may only be used as a last resort where otherwise the employee would be laid-off. For purposes of clarification, an employee's bumping order is:**
 - bump at the same pay level**
 - bump the junior position with a pay level less than but closest to their current level**
 - bump up, within the parameters above**
- 2. That the College evaluate bumping applications as follows:**
 - HRD and the Manager evaluate the paper qualifications of the applicant.**
 - If the applicant appears qualified, HRD and the Manager will interview the applicant.**
 - If the applicant has a successful interview, HRD will conduct any necessary testing. This testing will be consistent with the position's Recruitment Specifications as outlined in the most recent job description for the position that has been reviewed by the Job Evaluation Committee. This testing will be conducted in a fair and equitable manner.**
 - If the applicant is successful in the interview and, if necessary, the testing, her bump will be approved.**

Note that testing will not be considered necessary when:

- i. The person has credentials to verify she has the required current qualifications, skills and abilities.**
 - ii. The person has adequately demonstrated the skills and abilities in her employment at the College within the past 24 months.**
 - iii. The person bumps into a position with the same pay level and job title.**
- 3. A one-month familiarization period will be afforded an employee who bumps into a position. This does not remove the requirement that the employee have the necessary qualifications, abilities and skills to do the job at the time of the bump.**
 - 4. Article 22.4 will be interpreted to mean that a Regular employee on layoff (for a 24 month period from the date of her layoff) will have status as an internal applicant for both vacant and new Regular positions in the bargaining unit.**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

RE: Lab Assistants

The parties agree to include the following Lab Assistants in the bargaining unit effective September 1, 1997:

**Bernadette Pearce
Angela Bondy
Richard Nowell**

These individuals, and their Auxiliary, Term or Regular Sessional replacements, will be included within the scope of the 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 these individuals as Lab Assistants 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 will be assigned by the supervisor. It will average at least 21 hours per week but not greater than 35 hours per week and will normally be scheduled five (5) consecutive days per week. 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 an eight week period does not exceed a total of two hundred and eighty (280) hours.**

Article 9 Shift Differential

Shift differential shall not apply to these positions.

Article 10 Overtime

- 10.1 Overtime shall apply to hours worked in excess of two hundred and eighty (280) in an eight week period, 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 off 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 the employee's session. Accumulated time off in lieu of overtime may be taken at a mutually agreeable time between the employee and her supervisor. In the event that the accumulated overtime cannot be taken in time off in lieu, it shall be paid out at the end of the employee's session.

The Parties also agree to the following:

- 1. The Lab Assistant positions occupied by these three individuals will be evaluated by the Job Evaluation Committee. That Committee's decision on the pay level for each position will not be subject to appeal.**
- 2. Each incumbent will be placed at the step in the pay level for her position which is at least equal to her current Hourly Base Rate (exclusive of 4% Vacation and 4% Benefits). If her current Hourly Base Rate is beyond the top step of the pay level for her position, she shall be paid at the top step of the pay level for her position.**
- 3. For the purpose of Article 12.1, one half (1/2) of the continuous accumulated service as a Lab Assistant will be used to determine vacation entitlement.**
- 4. For the purpose of Article 13.1.2, one half (1/2) of an employee's continuous accumulated service as a Lab Assistant will be used to determine sick leave entitlement.**
- 5. Each employee's anniversary date will be set at September 1; further increments will be calculated from September 1, 1997.**
- 6. Article 17.6 (Benefits for Regular Sessionals) will apply to Lab Assistants.**
- 7. The seniority date for each individual will be the date of entry into the bargaining unit.**
- 8. For the purpose of Article 20.2, continuous accumulated service as a Lab Assistant will be applied against the employee's probationary period.**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

RE: STUDENT EMPLOYMENT

The Parties hereto recognize the value in assisting students in obtaining practical work experience as part of the educational process. The Parties therefore agree that students can only be employed to supplement and complement the services provided by support staff employees and not for the purposes of eroding the scope of the bargaining unit by displacing or replacing Regular and Term support staff employees.

1. The employer agrees that student employment will be utilized only to accomplish specified work requirements of a limited duration. Therefore, the Parties agree that the total number of students employed during any one calendar year shall not exceed four (4) full-time equivalents (students employed by the College per year) with the maximum duration of any one Auxiliary placement not to exceed two hundred and eighty (280) work hours in a calendar year. The Union will be advised of all student employees, their duties and responsibilities, their duration and location of employment every three (3) months. This may be varied subject to agreement in writing between the Parties.

This Letter of Understanding does not prevent the Parties, by mutual written agreement, from participating in Federal or Provincial initiatives for student employment over and above the 4 FTE's mentioned above.

2. Students may be hired within one of the following categories:

Coop students
Work study students
Auxiliary students

3. Coop students will be those registered in a recognized Cooperative Education Program. If the Coop placement is for a period of three (3) months or longer at greater than 14 hours per week, the Coop student will be a Term employee. Otherwise, she will be an Auxiliary employee. The Coop student will be paid the Coop student rate in the Salary Schedule.
4. The hiring of students will not result in the layoff of bargaining unit employees nor will it affect the recall opportunities of bargaining unit employees. The employment of students shall not reduce the normal use of Auxiliaries.
5. The College agrees to provide adequate supervision of student employees in the performance of their assigned duties.

6. Students will be paid as follows:

Coop students	\$11.16 per hour
Auxiliary students	\$ 9.00 per hour **

**** The current incumbent Auxiliary students who are currently paid \$11.16 per hour will retain their wage rate.**

- 7. The Parties agree to review, at the request of either party, the implications of this Letter of Understanding through the Labour/Management Committee.**
- 8. Work study students will be those hired through the Work Study Program and will not be in the bargaining unit. Procedures regarding the use of the Work Study Program shall continue as per current practice as previously agreed between the Parties.**
- 9. Auxiliary students will be students hired to perform specified work experience related to their education. These students will be Auxiliary employees and will be paid the Auxiliary student rate in the Salary Schedule.**
- 10. All disputes regarding the use of student employees shall be subject to the grievance procedure starting at Step 3.**
- 11. Unless mutually agreed by both Parties, this Letter of Understanding shall expire on December 31, 1998. In the event that this Letter of Understanding is not renewed by the Parties, the extent and use of student employment will be governed by the collective agreement.**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

RE: NEW POSITIONS

On February 1 and October 1 of each year, the College will provide the Union with information on all new non-instructional employees hired in the previous six month period. The information supplied shall be as follows:

**Name
Job Title and Job Summary
Work Location
Start Date and Duration
Wage (Hourly rate)**

If a dispute arises regarding the inclusion or exclusion of any newly-hired person from the bargaining unit, the matter will be resolved through the grievance procedure.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

**Letter of Understanding
between
College of the Rockies and
CUPE Local 2773**

Re: Application of Article 21.6

This Letter of Understanding has been prepared to assist the parties in the interpretation of Article 21.6 of the April 1, 1997 to March 31, 1999 collective agreement.

- 1. The 36 month restriction will not apply if the Regular employee applied for the Term position prior to February 1, 1998.**
- 2. The 36 month restriction will not apply where a Regular employee applies for a Term position she has previously occupied OR where the Term position is in the same Department where she works (for the purposes of this clause, each Campus outside Cranbrook will be considered its own Department).**
- 3. If the length of the Term position is shortened unilaterally by the College, the Regular employee will not have that Term appointment affect her eligibility to apply for another Term position under this Article.**
- 4. A Regular Sessional employee may apply to an unlimited number of Term positions so long as those Term positions do not overlap with her session. Otherwise, a Regular Sessional employee, in any circumstance, is eligible for only one Term appointment in a 36 month period.**
- 5. By mutual agreement between the College and the Union, a Regular employee, who is performing satisfactorily, may end her term before the posted end date of the Term position.**
- 6. By mutual agreement between the College and the Union, a Regular employee may not continue in a Term position if the term is extended.**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British

Columbia, this _____ day of _____, 1998.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human Resource
Development Department

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

RE: CUPE Members assigned to the Vocational Trades Department changing their Normal Work Week (Article 8.1) to a Compressed Work Week (effective August 15, 1997)

The College agrees to allow Regular Full-time and Regular Sessional Employees working in the Vocational Trades Department to reschedule their working hours to reflect the Compressed Work Week Schedule currently being followed by the Vocational Trades Students and Instructors (Instructor/Student Compressed Work Week Schedule effective September 9, 1996). The Parties also agree to address any unforeseen problems arising from this new schedule through the Labour Management Committee as per Article 28.3.

GENERAL PROVISIONS

1. This agreement applies to Regular Full-time employees Brian Harvey, Ron Currie, and Lori Broadhurst, and Regular Sessional employees Fergus Hartman and Mary Christensen. It also will apply to any Auxiliary, Term or Regular employee(s) hired to replace them.
2. The following amendments to the collective agreement will apply:

Article 8.1 - Normal Work Week

The Normal Work Week shall be a guaranteed average of:

thirty five (35) hours per week for employees Harvey, Currie and Broadhurst; thirty (30) hours per week for employee Hartman; and twenty eight (28) hours per week for employee Christensen;

These hours per week shall be worked on consecutive days excluding Saturday and Sunday.

The College will review the hours of work for employees Hartman and Christensen prior to December 15, 1997 to determine if the thirty (30) hours and twenty eight (28) hours per week respectively are adequate to perform their assigned job duties.

Article 10.1 - Definition of Overtime

This article is not affected due to the changes in the wording of Article 8.1 as per above. Overtime will only apply after thirty five (35) hours, total for the week, had been worked.

3. This agreement will be in force from the date of signing to June 30, 1998.
4. It is understood and agreed that the Employer shall not incur costs that would exceed the total costs they would have incurred had they maintained the regular work day/week as outlined in the collective agreement.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this _____ day of _____, 1998.

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

Brian Harvey, President

Denis Kielly, Director, Human
Resource Development Department

Schedule 'A'

Regular Sessional Employees

- 1. A Regular Sessional employee shall not be required to re-apply for her subsequent period of employment each year.**
- 2. Article 22 (Layoffs & Recalls) will not apply to a Regular Sessional Employee unless she is affected by a permanent layoff from the College.**
- 3. A Regular Sessional employee will accrue vacation leave during her session at a rate consistent with her cumulative years of service at the College. Vacation will be scheduled, where possible, during the session. If this does not occur, the employee will be paid out for any earned but unused vacation at the end of her session.**
- 4. A Regular Sessional employee will earn sick leave credits during her session and carry forward any accumulated credits to her next session.**
- 5. The anniversary date of a Regular Sessional employee will be the date she has accumulated twelve complete months of service since her last anniversary date.**

Schedule 'B'

**SALARY SCHEDULE
at November 30, 1997**

Points	Pay Level	Step:	1	2	3	4
	Auxiliary Student	hour	9.00			
	Coop Student	hour	11.16			
	Term Coop Student	hour month year	11.16 1,693 20,311			
121 - 140	1	hour month year	14.44 2,190 26,280	14.99 2,274 27,287	15.57 2,361 28,335	16.17 2,452 29,424
141 - 160	2	hour month year	14.76 2,238 26,855	15.32 2,324 27,885	15.91 2,413 28,957	16.52 2,506 30,072
161 - 180	3	hour month year	15.07 2,286 27,432	15.65 2,374 28,486	16.25 2,465 29,582	16.88 2,560 30,721
181 - 200	4	hour month year	15.39 2,334 28,009	15.98 2,424 29,085	16.60 2,517 30,205	17.24 2,614 31,368
201 - 220	5	hour month year	15.71 2,382 28,585	16.31 2,474 29,685	16.94 2,569 30,828	17.59 2,668 32,017
221 - 240	6	hour month year	16.02 2,430 29,161	16.64 2,524 30,284	17.28 2,621 31,451	17.95 2,722 32,665
241 - 260	7	hour month year	16.34 2,478 29,738	16.97 2,574 30,884	17.62 2,673 32,074	18.30 2,776 33,313

261 - 280	8	hour	16.66	17.30	17.97	18.66
		month	2,526	2,624	2,725	2,830
		year	30,314	31,482	32,698	33,961
281 - 300	9	hour	16.97	17.63	18.31	19.02
		month	2,574	2,674	2,777	2,884
		year	30,891	32,082	33,321	34,610
301 - 320	10	hour	17.29	17.96	18.65	19.37
		month	2,622	2,723	2,829	2,938
		year	31,467	32,681	33,944	35,257
321 - 340	11	hour	17.61	18.29	18.99	19.73
		month	2,670	2,773	2,881	2,992
		year	32,043	33,281	34,567	35,905
341 - 360	12	hour	17.92	18.62	19.34	20.08
		month	2,718	2,823	2,933	3,046
		year	32,620	33,880	35,190	36,554
361 - 380	13	hour	18.24	18.95	19.68	20.44
		month	2,766	2,873	2,984	3,100
		year	33,196	34,480	35,814	37,201
381+	14	hour	18.57	19.27	20.02	20.80
		month	2,816	2,923	3,036	3,154
		year	33,795	35,079	36,437	37,850

$\$/\text{hour} = \text{year divided by } 52 \text{ divided by } 35$

$\$/\text{month} = \$/\text{year divided by } 12$

APPENDIX 'A'

COLLEGE OF THE ROCKIES

Group Policy Number 788015

Dental Plan Number 788215

CUPE

Effective June 1, 1997

Life Insurance, Long Term Disability
& Accidental Death & Dismemberment

Effective December 1, 1997

Extended Health Care and Dental Benefit

***For claims inquiries, contact Maritime Life
at 1-800-575-2200***

MARITIME LIFE

Important Note

*This summary is not a complete booklet and
has been prepared to give you an informal
outline of the main features of your group
insurance plan.*

*Please contact your Human Resources
Department for further details.*

SUMMARY OF BENEFITS

Eligibility	A regular, full-time or part-time employee working at least 21 hours per week.
Waiting Period	First day of the month coincident with or next following one month of continuous service.

EMPLOYEE LIFE INSURANCE 3 X your annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$300,000.

Reduction Your benefit amount reduces by 50% at age 70.

Termination Coverage terminates at the end of the month following your 75th birthday, or earlier retirement.

ACCIDENTAL DEATH AND DISMEMBERMENT

Coverage duplicates Life Insurance.

LONG TERM DISABILITY

66.67% of your monthly earnings, rounded to the next higher \$1 if not already a multiple thereof, subject to a maximum of \$3,500 per month.

Benefits begin after 90 days of continuous disability. The maximum benefit period is to age 65, or earlier recovery.

PRESCRIPTION DRUGS *(part of Extended Health Care)*

Deductible	\$10 Single per calendar year; or \$20 Family per calendar year
Coinsurance	100% of eligible expenses
Maximum	\$15,000 per person per calendar year

Eligible Expenses:

Reasonable and customary charges for medically necessary drugs and medicines which by law require a physician's prescription for purchase. They include oral contraceptives, injectable preparations, insulin and other diabetic supplies and allergy serums.

Note: Smoking cessation aids have a lifetime maximum of \$500 per individual. Fertility drugs and treatment are limited to a lifetime maximum of \$2,500 per individual.

Supply Limits

Maintenance drugs are limited to a supply which is reasonably used within 100 days. Other drugs are limited to a 34-day supply.

Purchase Options

Each time you have a drug claim, you have the option to:

- (A) Purchase your drugs and submit your receipts as a paper claim for reimbursement,
- OR**
- (B) Present your Assure Drug card to the pharmacist for point of sale assessment and no requirement to submit receipts to the Insurer. If a Brand Name drug is purchased with the ***Assure Card*** and there is a Generic substitute available, reimbursement will be based on the lowest cost Generic drug.

EXTENDED HEALTH CARE

Deductible	Nil
Coinsurance	100% of all eligible expenses
Lifetime Maximum	Unlimited
Termination	Age 75 or earlier retirement

Hospitalization: Semi-private accommodation.

Convalescent Care Facility: Semi-private accommodation, following 3 days of hospital confinement.

Vision Care: Frames and lenses or contact lenses to a maximum of \$200 during any 24 consecutive months.

Ambulance: Licensed ambulance service, including air ambulance, to and from the nearest hospital where adequate treatment is available.

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*

X-rays: \$50 per specialty per calendar year for a Chiropractor, Naturopath, Osteopath or Podiatrist/Chiropodist*.

* Maximum for treatment and x-rays is combined.

Private Duty Nursing: Services provided in your home (other than custodial care, homemaking services and supervision) by a Registered Nurse, a Registered Nursing Assistant, a Certified Nursing Assistant, or a Licensed Practical Nurse, to a maximum of \$10,000 per calendar year.

Accidental Dental: Charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 6 months of the accident, excluding injuries due to biting or chewing.

Medical Equipment and Supplies: Rental or, where deemed necessary, purchase of a hospital bed, wheelchair, respiratory equipment, oxygen and oxygen equipment, and purchase of braces, crutches other durable medical equipment and supplies including:

- Diabetic equipment: \$500 every 60 consecutive months.
- External breast prosthesis: one per 12 month period.
- Surgical brassiere: two per 12 month period.
- Transcutaneous nerve stimulator: rental for up to 6 months.

Orthopaedic Shoes/Orthotics which have been specifically designed and constructed, subject to a maximum of \$150 per calendar year for orthopaedic shoes.

Laboratory Tests and X-rays, when not covered under the provincial government plan.

Hearing Aids, excluding batteries and repairs, subject to a maximum of \$400 in any period of 60 consecutive months.

Out-of-Province/Out-of-Canada Expenses:

If, while travelling outside your province of residence or Canada, hospitalization or medical treatment is required due to emergency and nonelective reasons, the following expenses in excess of any provincial government plan allowance are covered, provided they are eligible for reimbursement in whole or in part by any provincial government plan:

- reasonable and customary charges for semi-private accommodation
- reasonable and customary charges for the services of a physician
- reasonable and customary charges for hospital services and supplies

The charges listed above are covered when referred by a physician for non-emergency treatment outside Canada, when treatment is unavailable in Canada and for which there is no medically sufficient alternate treatment available in Canada.

DENTAL EXPENSE BENEFIT

Deductible	Nil
Coinsurance	100% for Basic Services 80% for Major Restorative Services 50% for Orthodontics
Maximums	Basic - Unlimited Major - \$1,500 per calendar year Ortho - \$1,500 per lifetime
Termination	Age 75 or earlier retirement

Fee Guide: General Practitioners' or Specialists' guide in effect in the province or territory where service is rendered on the date the charge is incurred.

Basic Services

Each of the following services is limited to twice in any calendar year: oral examinations, bitewing x-rays, fluoride, 1 unit of polishing and oral hygiene instruction; provided that, for each of the above services, a period of at least 5 consecutive months has elapsed since the last service was rendered.

- Scaling: 8 units in any calendar year.
- Full mouth series of x-rays: once every 24 consecutive months.
- Passive space maintainers for dependent children.
- Fillings (amalgam, silicate, acrylic and composite), stainless steel crowns, pit and fissure sealants.
- Extractions, oral surgery, endodontic treatment (root canal therapy) and periodontal services (root planing: 6 units per calendar year).
- Relines and rebases to existing dentures.

Major Services (unit of time = 15 minutes)

- Crowns, gold inlays and onlays where alternate course of treatment could not be used satisfactorily.
- Repairs to existing dentures and bridgework.
- Initial provision of full or partial removable dentures and fixed bridgework, provided at least one natural tooth has been extracted after you become insured for this benefit.
- Replacement of existing dentures and bridgework, provided the existing appliance is at least 5 years old and no longer serviceable.

Orthodontics

- Coverage for dependent children only from age 6 up to age 18.

