



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

APRIL 1, 1999 TO JUNE 30, 2002

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, 1999 to
June 30, 2002**

4	9	
5	9	
6	9	
7	10	
8	10	
9	10	
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8	10	
8	10	
8	11	
8	11	
9	Shift Differential	11
9	11	
9	11	
9		11
10	Overtime	12
0	12	
0		12
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0	12	
0		12
0	13	
0		13
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12	Annual Vacations	13
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THIS AGREEMENT

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BETWEEN:

College of the Rockies

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AND:

Canadian Union of Public Employees Local 2773

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WHEREAS █

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AND WHEREAS █

AND WHEREAS █

NOW THIS AGREEMENT WITNESSETH THAT █

ARTICLE 1

PREAMBLE

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ARTICLE 2

DEFINITIONS & INTERPRETATION

2.1

"BOARD" █

2.2

"COLLEGE" █

2.3

"UNION" █

2.4

"DAY" █

2.5

"EMPLOYEE" █

§ █

§ █

§ █

Ø [REDACTED]

[REDACTED]

è [REDACTED]

ì [REDACTED]

h

è

2.6 "PRESIDENT" r [REDACTED]

2.7 [REDACTED]

2.8 [REDACTED]

2.9 "SPOUSE" -- [REDACTED]

ARTICLE 3

MANAGEMENT RIGHTS

3.1



3.2



ARTICLE 4

UNION RECOGNITION & RELATIONS

4.1



4.2



4.3



4.4



4.5



ARTICLE 5

UNION-COLLEGE BARGAINING

5.1

Union Bargaining Committee



5.2

Bargaining Meetings - Scheduling



5.3

Bargaining Meetings - Attendance



5.4

Ratification Meetings



Note Article 5 of the Common Agreement

ARTICLE 6

UNION MEMBERSHIP & DUES

6.1

Union Membership



6.2

Union Dues - Deductions



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

[REDACTED]

ARTICLE 7 EMPLOYEE RIGHTS

7.1 Position Descriptions and Salary Classification

[REDACTED]

7

[REDACTED]

2

[REDACTED]

7.2 Discrimination

[REDACTED] ancestry, [REDACTED] or because the employee has been convicted of a criminal or summary conviction offence that is unrelated to her employment

7.3 Sexual and Personal Harassment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3 Sexual Harassment

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2 Personal Harassment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b

3 Harassment Complaints Procedure

a 9

[REDACTED]

b [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c [REDACTED]

7.4 Personal Duties

[REDACTED]

7.5 Strikes, Lockout & Picketing

[REDACTED]

7.6 College Personnel Files

8

A

[REDACTED]

9

B

[REDACTED]

[REDACTED]

7.7 Right to Have a Steward Present

[REDACTED]

7.8 Equal Pay for Equal Work

[REDACTED]

7.9 Working at Home

[REDACTED]

ARTICLE 8 HOURS OF WORK

8.1 Normal Work Week

[REDACTED]

[REDACTED]

8.2 Work Shifts - Scheduling

[REDACTED]

8.3 Work Shifts - Changes

[REDACTED]

8.4 Rest Periods

[REDACTED]

ARTICLE 9 SHIFT DIFFERENTIAL

9.1 Shift Differential

[REDACTED]

9.2 Pyramiding with Overtime

[REDACTED]

9.3 Call Out

[REDACTED]

ARTICLE 10

OVERTIME

10.1 Definition of Overtime

[REDACTED]

10.2 Time Off In Lieu of Overtime

[REDACTED]

[REDACTED]

[REDACTED]

10.3 Pay Rates

[REDACTED]

[REDACTED]

10.4 Assignment

[REDACTED]

10.5 Meals

[REDACTED]

10.6 Approved Time Off














10.7 Lay-off



ARTICLE 11 STATUTORY/GENERAL HOLIDAYS

11.1 

11.2 

11.3 

11.4 

ARTICLE 12 ANNUAL VACATIONS

12.1 

2

12.2

12.2

12.3

12.4

12.5

12.6

ARTICLE 13

LEAVES WITH PAY

13.1

Sick Leave

3

6

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

2 Sick Leave Entitlement

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

3

[REDACTED]

[REDACTED]

3 [redacted]

3 [redacted]

6 [redacted]

13.2 Bereavement Leave

ø [redacted]

ø [redacted]

13.3 Personal Circumstance Leave

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

13.4 Jury Duty & Court Appearance

§ [REDACTED]

§ [REDACTED]

Note Articles 7 and 8 of the Common Agreement

ARTICLE 14 LEAVES WITHOUT PAY

14.1 Maternity/Parental/Adoption Leave

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

14.2 Leave for Union Functions/Business

§ [REDACTED]

§ [REDACTED]

14.3 General Leaves

[REDACTED]

ARTICLE 15 SALARY SCHEDULE

15.1 [REDACTED]

Schedule 'B': April 1, 2000

15.2 [REDACTED]

15.3 [REDACTED]

Note Article 17 (c) and (d) of the Common Agreement.

ARTICLE 16 SALARIES & ALLOWANCES

16.1 Pay Days

[REDACTED]

16.2 Relieving in a Higher Paid Position

[REDACTED]

16.3 Assigned to a Lower Paid Position

[REDACTED]

16.4 Travel Expenses

[REDACTED] or the rate paid to Faculty employees, or the rate paid to Management employees, whichever is highest.

ARTICLE 17 GROUP BENEFITS

17.1 Definition of Spouse

[REDACTED]

17.2 Health Care Benefits

[REDACTED]

ð [REDACTED]

þ [REDACTED]

ç [REDACTED]

ø [REDACTED]

é [REDACTED]

í [REDACTED]

ó [REDACTED]

Note Article 13 of the Common Agreement.

17.3 Long Term Disability Insurance Plan

ð [REDACTED]

Ø [REDACTED]

17.4 Pension Plan

Ø [REDACTED]

Note Article 15 of the Common Agreement.

17.5 Exemptions

Ø [REDACTED]

17.6 Regular Part-time and Regular Sessional Employees

Ø [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Note Article 13.1 (c) of the Common Agreement

17.7 [REDACTED]
[REDACTED]

Note Article 14 of the Common Agreement.

17.8 Indemnity
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 18 PROFESSIONAL DEVELOPMENT

18.1 [REDACTED]

18.2 [REDACTED]

18.3 [REDACTED]

18.4 Educational Leave

[REDACTED]
[REDACTED]

§ [REDACTED]
[REDACTED]

§ [REDACTED]

Note Article 16 of the Common Agreement.

ARTICLE 19 EMPLOYMENT SECURITY

19.1 Work of the Bargaining Unit

[REDACTED]

19.2 Contracting Out

[REDACTED]

19.3

[REDACTED]

Note Articles 2 and 4 of the Common Agreement

ARTICLE 20 SENIORITY

20.1 Seniority Defined

[REDACTED]

[REDACTED]

20.2 Probationary Period: New Employees

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20.3 Seniority List

[REDACTED]

[REDACTED]

20.4 Retention of Seniority

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

20.5 Loss of Seniority

- § [REDACTED]
- § [REDACTED]
- § [REDACTED]
- § [REDACTED]
- § [REDACTED]
- § [REDACTED]

ARTICLE 21 APPOINTMENTS

21.1 Job Postings

[REDACTED]

2 Internal Screening Process

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

21.2 Trial Period: Internal Job Postings

- [REDACTED]
- [REDACTED]

21.3 Probationary Appointment - Evaluations

[REDACTED]

21.4 Selection & Seniority

[REDACTED]

2 Placement on Scale: Promotion and Reclassification

- § [REDACTED]
- § [REDACTED]
- § [REDACTED]

21.5 Temporary Appointment to a Position Outside the Bargaining Unit

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.6 Internal Application to Term Positions

[REDACTED]

1 [REDACTED] twenty four (24) [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

ARTICLE 22 LAYOFFS & RECALLS

22.1 [REDACTED]

22.2

[REDACTED]

[REDACTED]

22.3

[REDACTED]

22.4

[REDACTED]

22.5

Severance Pay

[REDACTED]

§ [REDACTED]
§ [REDACTED]

[REDACTED]

22.6

Bumping Procedure

[REDACTED]

Note Article 6 of the Common Agreement.

ARTICLE 23

OCCUPATIONAL HEALTH & SAFETY

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 24

WORKERS' COMPENSATION PROTECTION

24.1

[REDACTED]

24.2

[REDACTED]

24.3

[REDACTED]

à [REDACTED]
[REDACTED]

þ [REDACTED]

ç [REDACTED]

24.4

[REDACTED]

ARTICLE 25

PRESENT CONDITIONS TO CONTINUE

[REDACTED]

ARTICLE 26

ACQUIRED RIGHTS

[REDACTED]

ARTICLE 27

**EMPLOYMENT ADJUSTMENT PLANS AFFECTING
REGULAR EMPLOYEES**

27.1

[REDACTED]

Note Article 3 of the Common Agreement.

ARTICLE 28

GRIEVANCES

28.1

Grievance Procedure

§ [REDACTED]

§ [REDACTED]

§ [REDACTED]

[REDACTED]

§ [REDACTED]

§ [REDACTED]

[REDACTED]

§ [REDACTED]

[REDACTED]

§ [REDACTED]

[REDACTED]

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[REDACTED]

§ [REDACTED]

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28.2 Union Stewards










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28.3 Labour/Management Committee

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ARTICLE 29 GENERAL PROVISIONS

29.1 Term

April 1, 1999 to June 30, 2002

29.2 Re-negotiation Notice



ARTICLE 30 ARTICLES ADDED FROM COMMON AGREEMENT

30.1 WORKPLACE FLEXIBILITY

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

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

30.2 ADDITIONAL LIMITATION ON CONTRACTING OUT

- (a) In addition to, and without limiting any provision in a local collective agreement, an institution covered by this Agreement will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.**
- (b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President/Chairperson and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.**

30.3 ELIGIBILITY FOR INTERNAL POSITIONS

After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the local collective agreement, Auxiliary/Casual/Term and

Temporary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

30.4

JOB STABILITY

Notwithstanding articles in the local collective agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the employer and the union at the local level.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT



CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES



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RE: Voluntary Workload Reduction

[REDACTED]

GENERAL PROVISIONS

[REDACTED]

[REDACTED]

3 [REDACTED]

APPLICATION PROCEDURE AND PROCESS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 [REDACTED]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

[REDACTED]

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

[REDACTED]

[REDACTED]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

1 [Redacted]

2 [Redacted]

3 [Redacted]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

[Redacted]

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

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[Redacted]

[Redacted]

RE: Bumping Procedure (1)

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SIGNED BY BOTH PARTIES TO THIS AGREEMENT



**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES



RE: Bumping Procedure (2)

1

1. [Redacted]

• [Redacted]

• [Redacted]

• [Redacted]

2. [Redacted]

• [Redacted]

• [Redacted]

• [Redacted]

• [Redacted]

3. [Redacted]

i. [Redacted]

i. [Redacted]

i. [Redacted]

4. [Redacted]

5. [Redacted]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

[Redacted]

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

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RE: Lab Assistants

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Agreed on the April 1/97 to March 31/99 collective agreement when Lab Assistants were first included in the bargaining unit.

1 [redacted]

2 [redacted]

3 [redacted]

4 [redacted]

5 [redacted]

6 [redacted]

7 [redacted]

8 [redacted]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

[redacted]

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

[redacted]

[redacted]

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RE: STUDENT EMPLOYMENT

[REDACTED]

1 [REDACTED]

[REDACTED]

2 [REDACTED]

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3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

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1 Upon the expiration of the April 1, 1999 to June 30, 2002 Collective Agreement. After June 30, 2002

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

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

RE: NEW POSITIONS

[Redacted]

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[Redacted]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

[Redacted]

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

[Redacted]

[Redacted]

2020

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Re: Application of Article 21.6

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- 1. 24
- 2. 24
- 3. 24
- 4. 24
- 5. 24
- 6. 24

SIGNED BY BOTH PARTIES TO THIS AGREEMENT

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CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

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R [redacted]
[redacted]

[redacted]

[redacted]

This agreement applies to the Regular incumbents of the following Regular positions: 12, 17, 42, 58, and 82.

[redacted]

[redacted]

[redacted]

thirty five (35) hours per week for incumbents of positions 12, 17 and 58; thirty (30) hours per week for the incumbent of position 42; and twenty eight (28) hours per week for the incumbent of position 82

[redacted]

[redacted]

[redacted]

may be reviewed annually.

[redacted]

SIGNED BY BOTH PARTIES TO THIS AGREEMENT.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES

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Schedule 'A'

Regular Sessional Employees

1 

2 

3 

4 

5 

Schedule 'B'

**SALARY SCHEDULE
at April 1, 2000**

Auxiliary Student	Hour	9.00
Coop Student	Hour	11.16
Term Coop Student	Hour Month Year	11.16 1,693.00 20,311.00

Points	Pay Level		***Step***			
			1	2	3	4
121 - 140	1	Hour	14.73	15.29	15.88	16.49
		Month	2,233.92	2,319.42	2,408.50	2,501.00
		Year	26,807.00	27,833.00	28,902.00	30,012.00
141 - 160	2	Hour	15.05	15.63	16.23	16.85
		Month	2,282.67	2,370.25	2,461.33	2,556.08
		Year	27,392.00	28,443.00	29,536.00	30,673.00
161 - 180	3	Hour	15.37	15.96	16.58	17.22
		Month	2,331.75	2,421.33	2,514.50	2,611.25
		Year	27,981.00	29,056.00	30,174.00	31,335.00
181 - 200	4	Hour	15.70	16.30	16.93	17.58
		Month	2,380.75	2,472.25	2,567.42	2,666.25
		Year	28,569.00	29,667.00	30,809.00	31,995.00
201 - 220	5	Hour	16.02	16.64	17.28	17.94
		Month	2,429.75	2,523.25	2,620.42	2,721.42
		Year	29,157.00	30,279.00	31,445.00	32,657.00
221 - 240	6	Hour	16.34	16.97	17.63	18.31
		Month	2,478.67	2,574.17	2,673.33	2,776.50
		Year	29,744.00	30,890.00	32,080.00	33,318.00

SALARY SCHEDULE
at April 1, 2000

Points	Pay Level		***Step***			
			1	2	3	4
241 - 260	7	Hour	16.67	17.31	17.98	18.67
		Month	2,527.75	2,625.17	2,726.25	2,831.58
		Year	30,333.00	31,502.00	32,715.00	33,979.00
261 - 280	8	Hour	16.99	17.64	18.33	19.03
		Month	2,576.67	2,676.00	2,779.33	2,886.67
		Year	30,920.00	32,112.00	33,352.00	34,640.00
281 - 300	9	Hour	17.31	17.98	18.67	19.40
		Month	2,625.75	2,727.00	2,832.25	2,941.83
		Year	31,509.00	32,724.00	33,987.00	35,302.00
301 - 320	10	Hour	17.64	18.32	19.02	19.76
		Month	2,674.67	2,777.92	2,885.25	2,996.83
		Year	32,096.00	33,335.00	34,623.00	35,962.00
321 - 340	11	Hour	17.96	18.65	19.37	20.12
		Month	2,723.67	2,828.92	2,938.17	3,051.92
		Year	32,684.00	33,947.00	35,258.00	36,623.00
341 - 360	12	Hour	18.28	18.99	19.72	20.49
		Month	2,772.67	2,879.83	2,991.17	3,107.08
		Year	33,272.00	34,558.00	35,894.00	37,285.00
361 - 380	13	Hour	18.60	19.32	20.07	20.85
		Month	2,821.67	2,930.83	3,044.17	3,162.08
		Year	33,860.00	35,170.00	36,530.00	37,945.00
381+	14	Hour	18.94	19.66	20.42	21.21
		Month	2,872.58	2,981.75	3,097.17	3,217.25
		Year	34,471.00	35,781.00	37,166.00	38,607.00

\$/hour = year divided by 52 divided by 35

\$/month = \$/year divided by 12

APPENDIX 'A'

COLLEGE OF THE ROCKIES



CUPE

Effective June 1, 1997



Effective December 1, 1997



***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 17.5%

Waiting Period 90

—

EMPLOYEE LIFE INSURANCE 100% 100% 100%

Reduction 100% 0%

Termination 100% 100% 100%

ACCIDENTAL DEATH AND DISMEMBERMENT 100%

LONG TERM DISABILITY 100% 100% 100% 100%

100%

PRESCRIPTION DRUGS (part of Extended Health Care)

100% 100%

100% 100%

100% 100%

Eligible Expenses:

100%

Note: 100%

Supply Limits

100%

Purchase Options

100%

A
B
B

EXTENDED HEALTH CARE

0 N
6 6
1 1
1 1

Hospitalization

Convalescent Care Facility

Vision Care

Ambulance

Paramedical Services

0 1
0 1
0 1
0 1

X
P
H

Private Duty Nursing

Accidental Dental

Medical Equipment and Supplies

1
1
1
1

Orthopaedic Shoes/Orthotics

Laboratory Tests and X-rays

Hearing Aids \$600

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

■

■
■
■

■

DENTAL EXPENSE BENEFIT

■

N

■

■

■

80%■

■

■

■

\$3,000■

■

■

Fee Guide

Basic Services

Once every nine months except dependant children (up to age 19) and those with dental problems approved by the plan

- ■
- ■
- ■
- ■
- ■
- ■

Major Services (unit of time = 15 minutes)

- ■
- ■
- ■
- ■

Orthodontics

- ■

