



COLLECTIVE AGREEMENT

BETWEEN

The Board of Governors of College of the Rockies

AND

Canadian Union of Public Employees

Local 2773

JULY 1, 2006 TO JUNE 30, 2010

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

**July 1, 2006 to
June 30, 2010**

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THIS AGREEMENT made this _____ day of _____, 2006

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 bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate, issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local parties or excluded by the Labour Relations Board of British Columbia.

- a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the parties do not agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

- b) If an existing position is changed, such that the union has concerns about its status, the information as described in a) above will be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

- 4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 Employer Paid Union Leave

The President of the bargaining unit or alternate designated by the Union shall be granted twenty-five percent (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee–employer relationships. The President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the collective agreement.

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

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.

5.5 Human Resources Database

- a) The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The Parties may undertake joint projects for the comparative analysis of such data.
- b) The Parties recommend that the Ministry of Advanced Education provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.
- c) The Parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.
- d) Relevant Matters Include:

Health and Welfare

- Types of coverage
- Participation rates
- Premiums
- Cost sharing
- Commission costs
- Available studies commissioned by Government agencies (e.g., comparative benefit analysis)
- Carrier contracts

Collective Bargaining

- Wage information and any other bargaining unit compensation information requested
- Demographics: age, sex, salary, placement, status
- Analysis of local Collective Agreements within the system

- Pension Plan participation rates

Contract Administration

- Arbitration, Labour Relations Board and other decisions and costs thereof for the system
- Local Letters of Understanding

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 race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, nor by reason of her membership in the Union 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

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

8.2 Work Shifts - Scheduling

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

8.3 Work Shifts - Changes

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

8.4 Rest Periods

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

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

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

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 (Normal Work Week).

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. 3.2.5 (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 Employees are encouraged to take their full annual vacation entitlement during the current calendar year; however, employees shall be entitled to bank up to a maximum of five (5) vacation days to be carried over to the following calendar year. Any vacation carried over to the following year must be used in the calendar year following the year in which the vacation was accumulated. Under special and exceptional circumstances, the College may approve a carryover of greater than five (5) vacation days from one calendar year to the next.

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 one hundred and twenty 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 Sick Leave Payout upon Employee's Death

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 beneficiary 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.

13.5 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent her from attending meetings of a college committee to which she has been elected or appointed, will be granted a leave of absence from her regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the College as a general operating expense.

ARTICLE 14

LEAVES WITHOUT PAY

14.1

Maternity/Parental/Adoption Leave

- a) Upon written request, Maternity/Parental/Adoption Leave of Absence shall be granted to Regular and Term employees without pay and loss of seniority in the following manner:

Maternity Leave

A pregnant employee who requests leave under this article is entitled to up to seventeen (17) consecutive weeks of leave beginning,

- i. No earlier than eleven (11) weeks before the expected birth date, and
- ii. No later than the actual birth date, and ending
 - i. No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. No later than seventeen (17) weeks after the actual birth date.

Parental/Adoption Leave

An employee who requests leave under this article is entitled to:

- i. For a birth mother who takes leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks beginning immediately after the end of the leave taken under Article 14.1 (unless otherwise mutually agreed between the College and the employee),
- ii. For a birth mother who does not take leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event,
- iii. For a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event,
- iv. For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

14.2 Conditions Applicable to Maternity/Parental/Adoption Leave

- a) The written application for Maternity leave 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.
- b) Maternity/Parental/Adoption Leave shall be without pay.
- c) The employee shall not claim accumulated unused sick leave credits for Maternity/Parental/Adoption leave 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.
- d) Notwithstanding the above provisions, the College shall continue to make its contributions toward the premiums for group benefits during the period of a Maternity/Parental/Adoption Leave, provided that the employee does the same.
- e) Notwithstanding the above provisions, annual vacation, sick leave, and salary increment entitlement will continue to accrue for the approved Maternity/Parental/Adoption Leave period.
- f) An employee who resumes employment on the expiration of a Maternity/Parental/Adoption 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.

14.3 Supplemental Employment Benefit for Maternity and Parental Leave

- 1. Effective December 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
 - a) For up to fifty-two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.
 - b) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on her average base salary.

- c) The average base salary for the purpose of Clauses 1 (a) and 1 (b) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
2. An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
 3. If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.
 4. (a) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis.

14.4

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.

14.5 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 form part of this Agreement:

Schedule 'B': **Effective July 1, 2005**
 Effective July 1, 2006
 Effective July 1, 2007
 Effective July 1, 2008
 Effective July 1, 2009

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 (in writing) to relieve in a position paying a higher rate of pay, she shall receive the higher rate of pay. 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 kilometer rate paid to Faculty employees, or the rate paid to Management employees, whichever is highest.

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, with an unlimited total lifetime coverage level, at no cost; and

- e) dental insurance plan, single or family coverage, at no cost. Plan 'A' will include dental recall exams (polishing, application of fluoride and recall) every nine months except dependent children (up to age 19) and those with dental problems as approved by the plan. Plan 'C' orthodontics is at eighty percent (80%) coverage with a lifetime maximum of three thousand dollars (\$3,000).
- f) vision care insurance, single or family coverage, at no cost to the employee. (One hundred percent [100%] reimbursement to a two hundred and fifty dollar [\$250] maximum every two [2] years)
- g) An informal summary of the Health Care Plan is included in Appendix 'A'. The Plan summary is also available on the College's Intranet.
- h) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
- i) Effective July 1, 2005, employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

17.3 Long Term Disability Insurance Plan

- a) The College shall pay one hundred percent (100%) of the cost of the premiums 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) An employee on an approved leave of absence without pay shall have the option to retain coverage under the long-term disability plan during the period of the leave. Should the employee opt to retain coverage, she shall pay the cost of the premium of the long-term disability plan during the period of the leave.

17.4 Pension Plan

- a) 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.
- b) Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.
- c) In order to enable employees who qualify according to the Pension (Municipal) Act to buy back previous pensionable service, the College agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

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

Health Benefits

A Regular part-time employee, working an average of at least seventeen and one-half (17.5) 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.

A Regular part-time employee, working less than an average of seventeen and one-half (17.5) 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.

Long Term Disability

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 LTD plan with the College paying one hundred percent (100%) of the cost of the premiums 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 LTD plan.

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

Health Benefits

A Regular sessional employee, working an average of at least seventeen and one-half (17.5) 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. 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 seventeen and one-half (17.5) 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.

Long Term Disability

A Regular sessional employee working an average of at least twenty one (21) hours per week on a regular basis, shall participate in the LTD plan with the College paying one hundred percent (100%) of the cost of the premiums of that plan.

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 LTD plan.

c) Grandparenting Provision

An employee who was 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 February 11, 1998 had a one-time option to decline participation in the Health Care benefits plan. That option must have been exercised within one month of that date and was irrevocable for as long as the employee continued as a Regular part-time or Regular sessional employee. An employee who chose to decline participation in the Health Care Benefits Plan per this clause will continue to 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, Universities, 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 three (3) 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.

18.5 Employee Training

- a) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.
- b) The Employer will discuss the employee development needs with the affected employees.
- c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

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

- a) The College reserves the right to contract out any work not normally performed by an employee in the bargaining unit. The College will not contract out any work presently performed by the employees covered by this collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.
- b) The College agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the College under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

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.

The seniority date for a Regular employee will be her start date in her first Regular position unless she has had a previous Term position within the bargaining unit. If she has held a previous Term position, her seniority date shall be adjusted to an earlier date by adding her time in the Term position (provided she has not had a break in service of over eighteen months between the end of her Term position and the beginning of her Regular position).

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.

The seniority date for a Term employee will be her start date in her current Term position unless she has had a previous Term position within the bargaining unit. If she has held a previous Term position, her seniority date shall be adjusted to an earlier date by adding her time in that Term position (provided she has not had a break in service of over eighteen months between the end of her previous Term position and the beginning of her current Term position).

The seniority of an Auxiliary employee will be based on the number of hours worked in the bargaining unit and shall only apply to Article 21.1.1 (Internal Screening Process).

20.2

Probationary Period: New Employees

All newly hired Regular or Term employees covered by this Agreement, shall serve a probationary period of three (3) months. Newly hired Regular or Term employees who are classified at salary grade(s) 11 (eleven) or greater shall serve an eight (8) month probationary period of employment.

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

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, Term and Auxiliary employee applicants who meet the necessary qualification and ability will be considered. Those who are qualified may be granted an interview, and following such interview(s), will be informed as soon as possible as to the status of their application.

The internal job posting procedure may be waived upon the mutual consent of the College and the Union.

Only after internal posting procedures have occurred and if no internal qualified applicants have applied, or, if upon concluding the screening process, it has been determined that internal applicant(s) have not met the necessary qualifications and ability criteria, then, the College will conduct recruitment activity outside of the internal job postings procedure.

Auxiliary employee applicants with less than a minimum of 450 hours of seniority will be considered external applicants for job postings.

21.2

Trial Period: Internal Job Postings

When a Regular, Term or Auxiliary employee has been offered a position as a result of the internal job posting process as per Article 21.1, she will be required to complete a three (3) month trial period in the position. However, the College President shall have the option of further extending this trial period by an additional three (3) months.

For Regular employees

In the event that the successful applicant is determined to be unsatisfactory in the position, she shall be returned to her former Regular position at the former pay grade she was at, and without loss of benefits, benefits entitlements and seniority, and any other employees promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to their former position(s).

For Term employees

In the event that the successful applicant is determined to be unsatisfactory in the position, she shall be returned to her former Term position at the former pay grade she was at, and without loss of seniority, and any other employee promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to her former position(s). If the end of the employee's Term position has passed, she will have no position to which to return.

For Auxiliary employees

In the event that the successful applicant is determined to be unsatisfactory in the position, she shall be returned to Auxiliary status without loss of seniority.

21.3 Probationary Appointment - Evaluations

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

21.4 Selection & Seniority

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

21.4.1 Placement on Scale: Promotion and Reclassification

- a) Where an employee is promoted to another position which carries a higher pay level, her salary will be set at the pay step of the applicable 'new' pay level which pays the closest higher salary than her current salary.

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

21.5 Temporary Appointment to a Position Outside the Bargaining Unit

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

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

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

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

21.6 Internal Application to Term Positions

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

1. The Regular employee(s) must possess the necessary qualifications, skills, and ability to do the job, and shall have completed a minimum of eighteen (18) months' service, and not have accepted appointment under this Article to a term position within the previous twenty four (24) months.
2. If successful, the Regular employee must complete the duration of the term position, which is subject to satisfactory job performance. If the term is extended, the Regular employee will continue in the term position.

3. If the term position becomes regular and the incumbent's job performance is satisfactory, then the employee will have the option to be confirmed in the position or immediately return to her former position. The College and the Union agree to waive the provision of 21.1 in this instance.
4. If the term position pays the same as the position that the Regular employee currently occupies, no salary adjustment shall occur. If the term position pays more than the position that the Regular employee currently occupies, a salary adjustment, as per article 21.4.1(a), shall occur.

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

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

Bumping 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, with the exception that an employee may bump back into the position they previously held, providing the responsibilities of the position have not changed substantially such that the position has been reclassified through the JE process

Definitions Applicable to Article 22.6

- 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.

Bumping Procedure

Step 1

The laid off employee will have ten (10) working days from receipt of lay-off notice to indicate written intention to bump. The written intention, addressed to the Director of Human Resources, 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 Resources, 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.

Evaluating Bumping Requests

The College will evaluate bumping applications as follows:

- HRD and the Manager will 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.

Familiarization Period

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.

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 Resources 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).
5. 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.

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 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 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.

27.2 Employer Commitments

It is agreed that the College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the College.

It is incumbent upon the College to communicate effectively with its employees and the union representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

27.3 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the College at the appropriate time in the employee reduction process within this collective agreement:

- Job sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible, the employer will match a minimum of three years' contributions to the Municipal Pension Plan where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.
- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

27.4 Layoffs May Occur

Once strategies other than layoff have been explored, the College may proceed, if need be, to layoffs. For those affected by layoff, the provisions of Article 22 will apply and the system-wide Electronic Registry of Laid off Employees will be available.

27.5 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

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 person directly reporting to the President.

The 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 **July 1, 2006 to June 30, 2010.**

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.

ARTICLE 30

WORKPLACE FLEXIBILITY

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

- a) Local collective agreement language shall apply except as expressly provided below.
- b) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.

- c) No regular employee hired prior to June 14, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- e) No employee shall be laid off or have their hours of work reduced as a result of this Article.

ARTICLE 31

ELIGIBILITY FOR INTERNAL POSTINGS

After working a minimum of 450 hours within the bargaining unit, Auxiliary 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.

Prior to accumulating 450 hours, an Auxiliary employee will be considered for vacant positions as per Article 21.1.1.

ARTICLE 32

JOB STABILITY

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

ARTICLE 33

SYSTEM-WIDE ELECTRONIC JOB REGISTRY

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

33.1

Posting

- a) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- b) Institutions will post on the Registry all employment opportunities of half time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
- c) Postings will be removed from the registry one (1) week after the closing date.
- d) Employers may elect to include job postings from institutions not covered by this Agreement.

- e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.

33.2 Electronic Registry of Eligible Employees (Registrants)

- a) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- b) Laid-off employees will become ineligible in the following situations:
 - i. They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
 - ii. They obtain an equivalent position as a result of being listed on the system-wide registry; or
 - iii. Upon the expiration of the employee's recall rights, or two (2) years from the date of registration, whichever is later.

33.3 Application Procedures

- a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form in Appendix B.
- b) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
- c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.

33.4 Registrant Applying for Vacancies

- a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per Appendix B.

33.5 Rights of Registrants

a) Entitlement for Interview

Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of the selection language in the local collective agreements.

b) Entitlements for Successful Applicants

Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and training.

Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

Seniority: All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement at the hiring institution.

Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired.

Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.

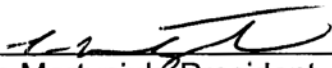
Reporting of Registry Activities: The College shall report all registry activities to the local Labour/Management Committee, including names of those interviewed and those hired.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook,
British Columbia, this 5th day of June, 2006.

THE COLLEGE OF THE ROCKIES
CUPE LOCAL 2773

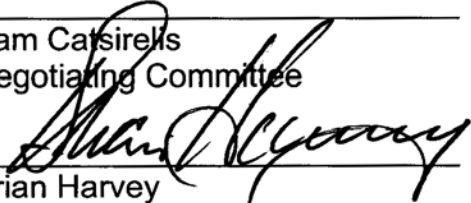


Wayne Malone
National Representative



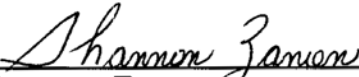
Colhane Martyniuk, President
CUPE Local 2773

Pam Catsirells
Negotiating Committee



Brian Harvey
Negotiating Committee

Mark Wagner
Negotiating Committee

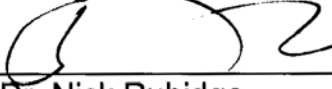


Shannon Zanon
Negotiating Committee

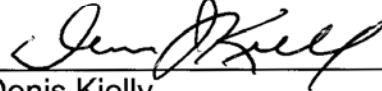
COLLEGE OF THE ROCKIES



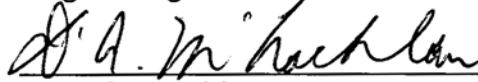
Bob Langin, Chair
College Board



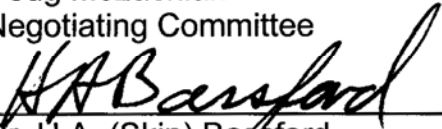
Dr. Nick Rubidge
President & CEO



Denis Kielly
Negotiating Committee



Doug McLachlan
Negotiating Committee



Dr. H.A. (Skip) Bassford
PSEA Vice Chair, Board of Directors

Letter of Understanding #1
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" is 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.

Letter of Understanding #2
between
College of the Rockies and
CUPE Local 2773

RE: Lab Assistants

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

Angela Bondy
Richard Nowell
Taraneh Lajevardi

These individuals, and their Auxiliary, Term or Regular Sessional replacements, are 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 twenty-one (21) hours per week but not greater than thirty-five (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.

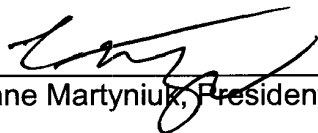
Article 10 Overtime

- 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.

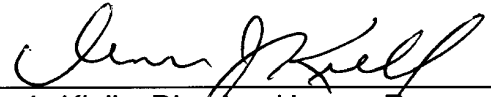
10.2 An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate of one and one-half (1-1/2) times. Compensating time off with pay in lieu of overtime pay is to be taken within the employee's session. Accumulated time off in lieu of overtime may be taken at 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.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 5th day of June, 2006.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**


Colhane Martyniuk, President

COLLEGE OF THE ROCKIES


Denis Kielly, Director, Human Resources
and Business Operations

Letter of Understanding #3
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:

Student Opportunities Fund Students
Auxiliary Students

3. If the student is hired for a period of three (3) months or longer at greater than 14 hours per week, the student will be a Term employee. Otherwise, she will be an Auxiliary employee.
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. Auxiliary students will be paid the following:

- Effective July 1, 2005: \$ 9.85 + 8% in lieu of benefits
- Effective July 1, 2006: \$10.06 + 8% in lieu of benefits
- Effective July 1, 2007: \$10.27 + 8% in lieu of benefits
- Effective July 1, 2008: \$10.49 + 8% in lieu of benefits
- Effective July 1, 2009: \$10.71 + 8% in lieu of benefits

7. The Parties agree to review, at the request of either party, the implications of this Letter of Understanding through the Labour/Management Committee.

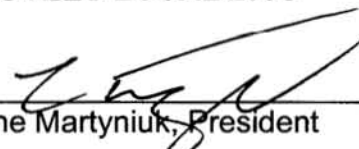
8. Student Opportunities Fund students will be those hired through the Student Opportunities Fund and will not be in the bargaining unit.

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 as per the rate in #6 above.

10. All disputes regarding the use of student employees shall be subject to the grievance procedure starting at Step 3.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 5th day of June, 2006.

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2773



Colhane Martyniuk, President

COLLEGE OF THE ROCKIES



Denis Kielly, Director, Human Resources and Business Operations

Letter of Understanding #5
Between
College of the Rockies and
CUPE Local 2773

Re: Restricted Application of Collective Agreement – International Education Assistant

The College agrees to include the position of Assistant in the International Education department within the scope of the bargaining unit.

The Union agrees to the restricted application of certain provisions of the Collective Agreement between the parties in the collective agreement. The provisions of the Collective Agreement that shall not apply to the Assistant position include Article 2.5 (e) (Part-time Employees), Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), and Article 30.1 (Workplace Flexibility). Those Articles shall be varied/replaced as follows:

Article 2.5 (e) Part-time Employees

The 4-hour shift minimum shall not apply to the Assistant position.

Article 8: Hours of Work

8.1 The workweek is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week as long as the total hours worked during a four-week period do not exceed a total of one hundred and forty (140) hours. Should the position participate in overseas travel, the averaging period will be increased to eight weeks, and the employee's scheduled hours will not exceed two hundred and eighty (280) hours over that period.

Article 9: Shift Differential

Shift differential shall not apply to the Assistant position.

Article 10: Overtime

10.1 Overtime shall apply to hours worked in excess of one hundred and forty (140) hours in a four-week period, or two hundred and eighty (280) hours in an eight-week period when overseas travel is involved, and shall be compensated at one and one-half times an employee's regular rate of pay.


Article 30.1: Workplace Flexibility

This article shall not apply to the Assistant position.

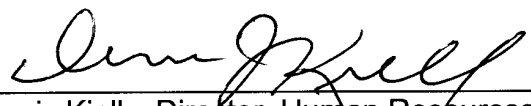
SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 5th day of June, 2006.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**

COLLEGE OF THE ROCKIES



Colhane Martyniuk, President



Denis Kielly, Director, Human Resources
and Business Operations

Letter of Understanding #6
Between
College of the Rockies and
CUPE Local 2773

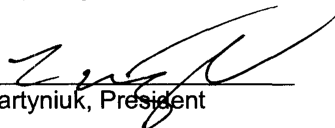
Re: Work Place Practicums

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 work placement opportunities will be provided to students under the following terms and conditions:

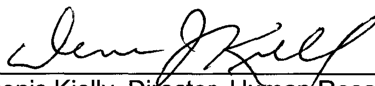
1. Practicum and work placement assignments will be used to engage the student in working alongside, observing and assisting existing support staff positions to involve them with experiences that will add to their educational program path. Those placements will occur over a specified time period and will in no way erode the scope of the bargaining unit.
2. All forms of work placement will be recognized and reported on including but not limited to CAPP, Job Shadow as well as internal and external practicums regardless of teaching institution.
3. Practicum and work placement students will generally be utilized for periods of no more than eight consecutive weeks. Practicum placements of less than 35 hours will not be added to the FTE count however they will still be reported per area and per position to help manage workload on support staff. All practicum and work placement students exceeding 35 hours will contribute to the FTE total.
4. The total of all practicum and work placements retained in a calendar year will equal the maximum of one full-time equivalent (FTE).
5. Detailed reporting will be made available to the Union executive on a quarterly basis to help manage the FTE consumption and support staff workload.
6. Practicum and work placement students will not be paid.
7. The College recognizes the additional workload this may add to support positions and agrees to provide adequate supervision of practicum and work placement students.
8. All disputes regarding the use of Student Practicums shall be subject to the grievance procedure starting at Step 3.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 5th day of June, 2006.

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2773**


Colhane Martyniuk, President

COLLEGE OF THE ROCKIES


Denis Kielly, Director, Human Resources
and Business Operations

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'

CUPE 2773 SALARY SCHEDULE At July 1, 2005

Points	Pay Level		***Step***			
			1	2	3	4
	Auxiliary Student	Hour	9.85			
	Co-op Student	Hour	12.06			
121-140	1	Hour	15.72	15.92	16.90	17.52
		Month	2,383.72	2,414.53	2,562.55	2,657.30
		Year	28,604.60	28,974.40	30,750.60	31,887.60
141-160	2	Hour	16.05	16.64	17.25	17.89
		Month	2,433.72	2,523.38	2,616.72	2,713.72
		Year	29,204.60	30,280.60	31,400.60	32,564.60
161-180	3	Hour	16.38	16.98	17.61	18.27
		Month	2,483.97	2,575.72	2,671.13	2,770.30
		Year	29,807.60	30,908.60	32,053.60	33,243.60
181-200	4	Hour	16.71	17.33	17.97	18.64
		Month	2,534.13	2,627.88	2,725.30	2,826.63
		Year	30,409.60	31,534.60	32,703.60	33,919.60
201-220	5	Hour	17.04	17.67	18.33	19.01
		Month	2,584.30	2,680.13	2,779.63	2,883.05
		Year	31,011.60	32,161.60	33,355.60	34,596.60
221-240	6	Hour	17.37	18.02	18.68	19.38
		Month	2,634.47	2,732.30	2,833.88	2,939.47
		Year	31,613.60	32,787.60	34,006.60	35,273.60
241-260	7	Hour	17.70	18.36	19.04	19.75
		Month	2,684.72	2,784.47	2,888.05	2,995.97
		Year	32,216.60	33,413.60	34,656.60	35,951.60
261-280	8	Hour	18.03	18.70	19.40	20.13
		Month	2,734.80	2,836.55	2,942.38	3,052.38
		Year	32,817.60	34,038.60	35,308.60	36,628.60
281-300	9	Hour	18.36	19.05	19.76	20.50
		Month	2,785.05	2,888.80	2,996.63	3,108.88
		Year	33,420.60	34,665.60	35,959.60	37,306.60

301-320	10	Hour	18.69	19.39	20.12	20.87
		Month	2,835.22	2,940.97	3,050.88	3,165.22
		Year	34,022.60	35,291.60	36,610.60	37,982.60
321-340	11	Hour	19.03	19.74	20.47	21.24
		Month	2,885.47	2,993.22	3,105.13	3,221.55
		Year	34,625.60	35,918.60	37,261.60	38,658.60
341-360	12	Hour	19.36	20.08	20.83	21.61
		Month	2,935.55	3,045.38	3,159.38	3,278.13
		Year	35,226.60	36,544.60	37,912.60	39,337.60
361-380	13	Hour	19.69	20.42	21.19	21.99
		Month	2,985.80	3,097.55	3,213.72	3,334.47
		Year	35,829.60	37,170.60	38,564.60	40,013.60
381 - 400	14	Hour	20.03	20.77	21.55	22.36
		Month	3,037.88	3,149.80	3,267.97	3,390.97
		Year	36,454.60	37,797.60	39,215.60	40,691.60
401-420	15	Hour	20.36	21.12	21.90	22.73
		Month	3,087.63	3,202.55	3,322.13	3,448.13
		Year	37,051.60	38,430.60	39,865.60	41,377.60
421 - 440	16	Hour	20.69	21.45	22.26	23.10
		Month	3,137.38	3,253.88	3,376.55	3,504.05
		Year	37,648.60	39,046.60	40,518.60	42,048.60
441 - 460	17	Hour	21.02	21.80	22.62	23.47
		Month	3,188.63	3,306.63	3,430.97	3,559.88
		Year	38,263.60	39,679.60	41,171.60	42,718.60
461 - 480	18	Hour	21.35	22.14	22.98	23.85
		Month	3,238.30	3,357.88	3,485.30	3,617.30
		Year	38,859.60	40,294.60	41,823.60	43,407.60
481 - 500	19	Hour	21.68	22.49	23.34	24.22
		Month	3,288.05	3,410.80	3,539.63	3,673.30
		Year	39,456.60	40,929.60	42,475.60	44,079.60
501 - 520	20	Hour	22.02	22.84	23.70	24.59
		Month	3,339.30	3,463.63	3,594.05	3,729.22
		Year	40,071.60	41,563.60	43,128.60	44,750.60

Note: The July 1, 2005 schedule was implemented in two stages. On December 1, 2005, a 1.5% increase was implemented (retroactive to July 1, 2005). Subsequently, on May 16, 2006, a \$0.63 increase (less the previously applied 1.5%) was actioned (due to a me-too provision).

Annual = hourly rate X 1820

Monthly = annual / 12

Schedule "B"

**CUPE 2773
SALARY SCHEDULE
At July 1, 2006**

Points	Auxiliary Student Co-op Student Pay Level		***Step***			
			1	2	3	4
121-140	1	Hour	10.06			
		Month	2,434.25	2,464.58	2,616.25	2,713.32
		Year	29,211.00	29,575.00	31,395.00	32,559.80
141-160	2	Hour	16.38	16.99	17.62	18.27
		Month	2,484.30	2,576.82	2,672.37	2,770.95
		Year	29,811.60	30,921.80	32,068.40	33,251.40
161-180	3	Hour	16.72	17.34	17.98	18.65
		Month	2,535.87	2,629.90	2,726.97	2,828.58
		Year	30,430.40	31,558.80	32,723.60	33,943.00
181-200	4	Hour	17.06	17.69	18.35	19.03
		Month	2,587.43	2,682.98	2,783.08	2,886.22
		Year	31,049.20	32,195.80	33,397.00	34,634.60
201-220	5	Hour	17.40	18.04	18.71	19.41
		Month	2,639.00	2,736.07	2,837.68	2,943.85
		Year	31,668.00	32,832.80	34,052.20	35,326.20
221-240	6	Hour	17.73	18.39	19.08	19.79
		Month	2,689.05	2,789.15	2,893.80	3,001.48
		Year	32,268.60	33,469.80	34,725.60	36,017.80
241-260	7	Hour	18.07	18.74	19.44	20.17
		Month	2,740.62	2,842.23	2,948.40	3,059.12
		Year	32,887.40	34,106.80	35,380.80	36,709.40
261-280	8	Hour	18.41	19.10	19.81	20.55
		Month	2,792.18	2,896.83	3,004.52	3,116.75
		Year	33,506.20	34,762.00	36,054.20	37,401.00
281-300	9	Hour	18.75	19.45	20.17	20.93
		Month	2,843.75	2,949.92	3,059.12	3,174.38
		Year	34,125.00	35,399.00	36,709.40	38,092.60

301-320	10	Hour	19.09	19.80	20.54	21.31
		Month	2,895.32	3,003.00	3,115.23	3,232.02
		Year	34,743.80	36,036.00	37,382.80	38,784.20
321-340	11	Hour	19.42	20.15	20.90	21.69
		Month	2,945.37	3,056.08	3,169.83	3,289.65
		Year	35,344.40	36,673.00	38,038.00	39,475.80
341-360	12	Hour	19.76	20.50	21.27	22.07
		Month	2,996.93	3,109.17	3,225.95	3,347.28
		Year	35,963.20	37,310.00	38,711.40	40,167.40
361-380	13	Hour	20.10	20.85	21.63	22.45
		Month	3,048.50	3,162.25	3,280.55	3,404.92
		Year	36,582.00	37,947.00	39,366.60	40,859.00
381 - 400	14	Hour	20.45	21.20	22.00	22.83
		Month	3,101.58	3,215.33	3,336.67	3,462.55
		Year	37,219.00	38,584.00	40,040.00	41,550.60
401-420	15	Hour	20.79	21.56	22.36	23.21
		Month	3,153.15	3,269.93	3,391.27	3,520.18
		Year	37,837.80	39,239.20	40,695.20	42,242.20
421 - 440	16	Hour	21.12	21.90	22.73	23.59
		Month	3,203.20	3,321.50	3,447.38	3,577.82
		Year	38,438.40	39,858.00	41,368.60	42,933.80
441 - 460	17	Hour	21.47	22.26	23.10	23.96
		Month	3,256.28	3,376.10	3,503.50	3,633.93
		Year	39,075.40	40,513.20	42,042.00	43,607.20
461 - 480	18	Hour	21.80	22.60	23.46	24.35
		Month	3,306.33	3,427.67	3,558.10	3,693.08
		Year	39,676.00	41,132.00	42,697.20	44,317.00
481 - 500	19	Hour	22.13	22.96	23.83	24.73
		Month	3,356.38	3,482.27	3,614.22	3,750.72
		Year	40,276.60	41,787.20	43,370.60	45,008.60
501 - 520	20	Hour	22.48	23.32	24.19	25.10
		Month	3,409.47	3,536.87	3,668.82	3,806.83
		Year	40,913.60	42,442.40	44,025.80	45,682.00

Increase July 1, 2006 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

Schedule "B"

**CUPE 2773
SALARY SCHEDULE
At July 1, 2007**

Points	Auxiliary Student Co-op Student Pay Level	Hour	***Step***			
			1	2	3	4
		Hour	10.27			
		Hour	12.57			
121-140	1	Hour	16.39	16.59	17.61	18.27
		Month	2,485.82	2,516.15	2,670.85	2,770.95
		Year	29,829.80	30,193.80	32,050.20	33,251.40
141-160	2	Hour	16.72	17.35	17.99	18.65
		Month	2,535.87	2,631.42	2,728.48	2,828.58
		Year	30,430.40	31,577.00	32,741.80	33,943.00
161-180	3	Hour	17.07	17.70	18.36	19.04
		Month	2,588.95	2,684.50	2,784.60	2,887.73
		Year	31,067.40	32,214.00	33,415.20	34,652.80
181-200	4	Hour	17.42	18.06	18.74	19.43
		Month	2,642.03	2,739.10	2,842.23	2,946.88
		Year	31,704.40	32,869.20	34,106.80	35,362.60
201-220	5	Hour	17.77	18.42	19.10	19.82
		Month	2,695.12	2,793.70	2,896.83	3,006.03
		Year	32,341.40	33,524.40	34,762.00	36,072.40
221-240	6	Hour	18.10	18.78	19.48	20.21
		Month	2,745.17	2,848.30	2,954.47	3,065.18
		Year	32,942.00	34,179.60	35,453.60	36,782.20
241-260	7	Hour	18.45	19.13	19.85	20.59
		Month	2,798.25	2,901.38	3,010.58	3,122.82
		Year	33,579.00	34,816.60	36,127.00	37,473.80
261-280	8	Hour	18.80	19.50	20.23	20.98
		Month	2,851.33	2,957.50	3,068.22	3,181.97
		Year	34,216.00	35,490.00	36,818.60	38,183.60
281-300	9	Hour	19.14	19.86	20.59	21.37
		Month	2,902.90	3,012.10	3,122.82	3,241.12
		Year	34,834.80	36,145.20	37,473.80	38,893.40

301-320	10	Hour	19.49	20.22	20.97	21.76
		Month	2,955.98	3,066.70	3,180.45	3,300.27
		Year	35,471.80	36,800.40	38,165.40	39,603.20
321-340	11	Hour	19.83	20.57	21.34	22.15
		Month	3,007.55	3,119.78	3,236.57	3,359.42
		Year	36,090.60	37,437.40	38,838.80	40,313.00
341-360	12	Hour	20.17	20.93	21.72	22.53
		Month	3,059.12	3,174.38	3,294.20	3,417.05
		Year	36,709.40	38,092.60	39,530.40	41,004.60
361-380	13	Hour	20.52	21.29	22.08	22.92
		Month	3,112.20	3,228.98	3,348.80	3,476.20
		Year	37,346.40	38,747.80	40,185.60	41,714.40
381 - 400	14	Hour	20.88	21.65	22.46	23.31
		Month	3,166.80	3,283.58	3,406.43	3,535.35
		Year	38,001.60	39,403.00	40,877.20	42,424.20
401-420	15	Hour	21.23	22.01	22.83	23.70
		Month	3,219.88	3,338.18	3,462.55	3,594.50
		Year	38,638.60	40,058.20	41,550.60	43,134.00
421 - 440	16	Hour	21.56	22.36	23.21	24.09
		Month	3,269.93	3,391.27	3,520.18	3,653.65
		Year	39,239.20	40,695.20	42,242.20	43,843.80
441 - 460	17	Hour	21.92	22.73	23.59	24.46
		Month	3,324.53	3,447.38	3,577.82	3,709.77
		Year	39,894.40	41,368.60	42,933.80	44,517.20
461 - 480	18	Hour	22.26	23.07	23.95	24.86
		Month	3,376.10	3,498.95	3,632.42	3,770.43
		Year	40,513.20	41,987.40	43,589.00	45,245.20
481 - 500	19	Hour	22.59	23.44	24.33	25.25
		Month	3,426.15	3,555.07	3,690.05	3,829.58
		Year	41,113.80	42,660.80	44,280.60	45,955.00
501 - 520	20	Hour	22.95	23.81	24.70	25.63
		Month	3,480.75	3,611.18	3,746.17	3,887.22
		Year	41,769.00	43,334.20	44,954.00	46,646.60

Increase July 1, 2007 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

Schedule "B"

**CUPE 2773
SALARY SCHEDULE
At July 1, 2008**

Points	Auxiliary Student Co-op Student Pay Level		***Step***			
			1	2	3	4
121-140	1	Hour	10.49			
		Month	2,537.38	2,569.23	2,726.97	2,828.58
		Year	30,448.60	30,830.80	32,723.60	33,943.00
141-160	2	Hour	17.07	17.71	18.37	19.04
		Month	2,588.95	2,686.02	2,786.12	2,887.73
		Year	31,067.40	32,232.20	33,433.40	34,652.80
161-180	3	Hour	17.43	18.07	18.75	19.44
		Month	2,643.55	2,740.62	2,843.75	2,948.40
		Year	31,722.60	32,887.40	34,125.00	35,380.80
181-200	4	Hour	17.79	18.44	19.13	19.84
		Month	2,698.15	2,796.73	2,901.38	3,009.07
		Year	32,377.80	33,560.80	34,816.60	36,108.80
201-220	5	Hour	18.14	18.81	19.50	20.24
		Month	2,751.23	2,852.85	2,957.50	3,069.73
		Year	33,014.80	34,234.20	35,490.00	36,836.80
221-240	6	Hour	18.48	19.17	19.89	20.63
		Month	2,802.80	2,907.45	3,016.65	3,128.88
		Year	33,633.60	34,889.40	36,199.80	37,546.60
241-260	7	Hour	18.84	19.53	20.27	21.02
		Month	2,857.40	2,962.05	3,074.28	3,188.03
		Year	34,288.80	35,544.60	36,891.40	38,256.40
261-280	8	Hour	19.19	19.91	20.65	21.42
		Month	2,910.48	3,019.68	3,131.92	3,248.70
		Year	34,925.80	36,236.20	37,583.00	38,984.40
281-300	9	Hour	19.54	20.28	21.02	21.82
		Month	2,963.57	3,075.80	3,188.03	3,309.37
		Year	35,562.80	36,909.60	38,256.40	39,712.40

301-320	10	Hour	19.90	20.64	21.41	22.22
		Month	3,018.17	3,130.40	3,247.18	3,370.03
		Year	36,218.00	37,564.80	38,966.20	40,440.40
321-340	11	Hour	20.25	21.00	21.79	22.62
		Month	3,071.25	3,185.00	3,304.82	3,430.70
		Year	36,855.00	38,220.00	39,657.80	41,168.40
341-360	12	Hour	20.59	21.37	22.18	23.00
		Month	3,122.82	3,241.12	3,363.97	3,488.33
		Year	37,473.80	38,893.40	40,367.60	41,860.00
361-380	13	Hour	20.95	21.74	22.54	23.40
		Month	3,177.42	3,297.23	3,418.57	3,549.00
		Year	38,129.00	39,566.80	41,022.80	42,588.00
381 - 400	14	Hour	21.32	22.10	22.93	23.80
		Month	3,233.53	3,351.83	3,477.72	3,609.67
		Year	38,802.40	40,222.00	41,732.60	43,316.00
401-420	15	Hour	21.68	22.47	23.31	24.20
		Month	3,288.13	3,407.95	3,535.35	3,670.33
		Year	39,457.60	40,895.40	42,424.20	44,044.00
421 - 440	16	Hour	22.01	22.83	23.70	24.60
		Month	3,338.18	3,462.55	3,594.50	3,731.00
		Year	40,058.20	41,550.60	43,134.00	44,772.00
441 - 460	17	Hour	22.38	23.21	24.09	24.97
		Month	3,394.30	3,520.18	3,653.65	3,787.12
		Year	40,731.60	42,242.20	43,843.80	45,445.40
461 - 480	18	Hour	22.73	23.55	24.45	25.38
		Month	3,447.38	3,571.75	3,708.25	3,849.30
		Year	41,368.60	42,861.00	44,499.00	46,191.60
481 - 500	19	Hour	23.06	23.93	24.84	25.78
		Month	3,497.43	3,629.38	3,767.40	3,909.97
		Year	41,969.20	43,552.60	45,208.80	46,919.60
501 - 520	20	Hour	23.43	24.31	25.22	26.17
		Month	3,553.55	3,687.02	3,825.03	3,969.12
		Year	42,642.60	44,244.20	45,900.40	47,629.40

Increase July 1, 2008 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

Schedule "B"

**CUPE 2773
SALARY SCHEDULE
At July 1, 2009**

Points	Auxiliary Student Co-op Student Pay Level		***Step***			
			1	2	3	4
121-140	1	Hour	10.71			
		Month	2,590.47	2,623.83	2,784.60	2,887.73
		Year	31,085.60	31,486.00	33,415.20	34,652.80
141-160	2	Hour	17.43	18.08	18.76	19.44
		Month	2,643.55	2,742.13	2,845.27	2,948.40
		Year	31,722.60	32,905.60	34,143.20	35,380.80
161-180	3	Hour	17.80	18.45	19.14	19.85
		Month	2,699.67	2,798.25	2,902.90	3,010.58
		Year	32,396.00	33,579.00	34,834.80	36,127.00
181-200	4	Hour	18.16	18.83	19.53	20.26
		Month	2,754.27	2,855.88	2,962.05	3,072.77
		Year	33,051.20	34,270.60	35,544.60	36,873.20
201-220	5	Hour	18.52	19.21	19.91	20.67
		Month	2,808.87	2,913.52	3,019.68	3,134.95
		Year	33,706.40	34,962.20	36,236.20	37,619.40
221-240	6	Hour	18.87	19.57	20.31	21.06
		Month	2,861.95	2,968.12	3,080.35	3,194.10
		Year	34,343.40	35,617.40	36,964.20	38,329.20
241-260	7	Hour	19.24	19.94	20.70	21.46
		Month	2,918.07	3,024.23	3,139.50	3,254.77
		Year	35,016.80	36,290.80	37,674.00	39,057.20
261-280	8	Hour	19.59	20.33	21.08	21.87
		Month	2,971.15	3,083.38	3,197.13	3,316.95
		Year	35,653.80	37,000.60	38,365.60	39,803.40
281-300	9	Hour	19.95	20.71	21.46	22.28
		Month	3,025.75	3,141.02	3,254.77	3,379.13
		Year	36,309.00	37,692.20	39,057.20	40,549.60

301-320	10	Hour	20.32	21.07	21.86	22.69
		Month	3,081.87	3,195.62	3,315.43	3,441.32
		Year	36,982.40	38,347.40	39,785.20	41,295.80
321-340	11	Hour	20.68	21.44	22.25	23.10
		Month	3,136.47	3,251.73	3,374.58	3,503.50
		Year	37,637.60	39,020.80	40,495.00	42,042.00
341-360	12	Hour	21.02	21.82	22.65	23.48
		Month	3,188.03	3,309.37	3,435.25	3,561.13
		Year	38,256.40	39,712.40	41,223.00	42,733.60
361-380	13	Hour	21.39	22.20	23.01	23.89
		Month	3,244.15	3,367.00	3,489.85	3,623.32
		Year	38,929.80	40,404.00	41,878.20	43,479.80
381 - 400	14	Hour	21.77	22.56	23.41	24.30
		Month	3,301.78	3,421.60	3,550.52	3,685.50
		Year	39,621.40	41,059.20	42,606.20	44,226.00
401-420	15	Hour	22.14	22.94	23.80	24.71
		Month	3,357.90	3,479.23	3,609.67	3,747.68
		Year	40,294.80	41,750.80	43,316.00	44,972.20
421 - 440	16	Hour	22.47	23.31	24.20	25.12
		Month	3,407.95	3,535.35	3,670.33	3,809.87
		Year	40,895.40	42,424.20	44,044.00	45,718.40
441 - 460	17	Hour	22.85	23.70	24.60	25.49
		Month	3,465.58	3,594.50	3,731.00	3,865.98
		Year	41,587.00	43,134.00	44,772.00	46,391.80
461 - 480	18	Hour	23.21	24.04	24.96	25.91
		Month	3,520.18	3,646.07	3,785.60	3,929.68
		Year	42,242.20	43,752.80	45,427.20	47,156.20
481 - 500	19	Hour	23.54	24.43	25.36	26.32
		Month	3,570.23	3,705.22	3,846.27	3,991.87
		Year	42,842.80	44,462.60	46,155.20	47,902.40
501 - 520	20	Hour	23.92	24.82	25.75	26.72
		Month	3,627.87	3,764.37	3,905.42	4,052.53
		Year	43,534.40	45,172.40	46,865.00	48,630.40

Increase July 1, 2009 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 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 Manulife Financial
at 1-800-575-2200***

MANULIFE FINANCIAL

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 17.5 hours per week (at least 21 hours per week with respect to Long Term Disability benefits).
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 \$700,000.

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 (excluding Viagra), 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 90 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 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 card and there is a Generic substitute available, reimbursement will be based on the lowest cost Generic drug.

EXTENDED HEALTH CARE

Deductible	\$10 Single per calendar year \$20 Family per calendar year
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 **\$250** during any 24 consecutive months and \$75.00 every two years for vision exams.

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.

Orthopedic Shoes/Orthotics which have been specifically designed and constructed, subject to a maximum of **\$150** per calendar year for orthopedic 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 **\$600** 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 80% for Orthodontics
Maximums	Basic - Unlimited Major - \$1,500 per calendar year Ortho - \$3,000 per lifetime
Termination	Age 75 or earlier retirement

Fee Guide: The British Columbia fee guide for General Practitioners' or Specialists' in effect on the date the charge is incurred.

Basic Services

Each of the following services is limited to once every nine months except dependant children (up to age 19) and those with dental problems approved by the plan: 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.

The diagnosis or correction of teeth irregularities and malocclusion of jaws, by wire appliances, braces or other mechanical aids, commonly known as “straightening of the teeth”. These include active space retainers, or orthodontic appliances, for the purpose of repositioning or moving of the teeth.

APPENDIX 'B'

POST SECONDARY EMPLOYERS' ASSOCIATION

REGISTRY

FORM 001

0. (For PSEA use only:)

- 1. College/Institute/Agency of Origin**
- 2. Registrant :**
- 3. Start Date:**
- 4. Previous Position Held:**
- 5. Current Position Held:**
- 6. Date of Layoff Notice:**
- 7. Date of Availability:**
- 8. Registrant Electronic Résumé available at:**

College/Institute/Agency Personnel Contact Person

College Personnel Contact Phone Number

Bargaining Unit Chairperson/Local President

Bargaining Unit Chairperson/Local President Phone Number

Information Release Waiver for the purposes of *the "Freedom of Information and Protection of Privacy Act"*.

I agree that the above personal information, my current resumé, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

Signature of Registrant

Date

APPENDIX 'C'

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the College on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the College to determine and pay the payment amounts to employees. The College shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

APPENDIX 'D'

LABOUR MARKET ADJUSTMENT

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
 - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
 - i. Demonstrating that the issue is wage-related;
 - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
 - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
 - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
 - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
 - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
 - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
 - viii. Identifying possible impacts on other public sector employers; and,
 - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.

- b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

APPENDIX 'E'

FISCAL DIVIDEND

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:
 - maternity or parental
 - short-term disability
 - long-term disability that commenced between April 1, 2009 to March 31, 2010
5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

APPENDIX 'F'

Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goal sharing compensation payments to employees as recommended by the Joint Committee. The goal sharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.