

MEMORANDUM OF AGREEMENT

Between

**CAMOSUN COLLEGE STUDENT SOCIETY
"The Employer"**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2081
"The Union"**

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

This Memorandum of Agreement is subject to ratification by the principals of the parties and both parties agree to recommend to their respective principals acceptance of all terms and conditions herein.

Except as provided by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on December 31, 2009 will be incorporated in their entirety into the revised collective agreement between the Parties.

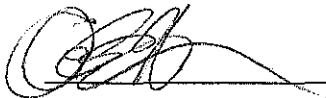
It is further agreed that this Memorandum of Agreement will be attached to the CUPE Local 2081 and Camosun College Student Society collective agreement in order to form the new collective agreement between the parties.

The parties agree that the term of the collective agreement shall be from **January 1, 2010 to December 31, 2013.**

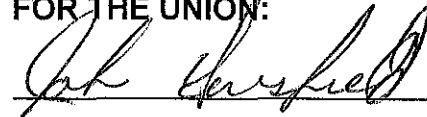
Dated at Victoria, British Columbia this 4th day of May, 2012.

FOR THE EMPLOYER:

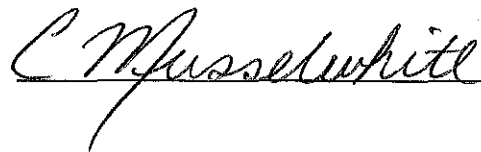




FOR THE UNION:







AGREED ITEMS

5. MANAGEMENT RIGHTS; UNION PARTICIPATION

5.02 Staff Representation

- d. The Employer agrees to participation by employees, in accordance with job responsibilities, at all meetings and conferences of the Canadian Federation of Students. This shall include, but not be limited to: Federation General Meetings, Federation skills development and orientation sessions, and Provincial Executive meetings. Approval of one participant, selected by the staff, is automatic. Additional staff participation will be by approval of the CCSS Board. This approval will not be unreasonably withheld. Employees may also attend other meetings and conferences when **the Employer deems it to be in the best interests of the Employer.** ~~it is deemed to be in the best interests of the employer.~~

5.06 Creation of a CCSS Office Collective

- a) Decisions about the prioritization of work and scheduling shall be facilitated by an office collective consisting of the **Executive Director, Financial Resource Coordinator, Director of Operations, Office Resource Staff, Student Services Coordinator, Staff Liaison Officer, and one (1) two (2)** other members of the ~~personnel committee~~ **Board of Directors.**

Quorum for any meeting of the Office Collective is two (2) staff and two (2) current members of the Board of Directors, one (1) of which must be the staff Liaison Officer.

- b) This Committee shall have delegated authority to make necessary decisions in the absence of the Board of Directors.

6. NO DISCRIMINATION

6.02 Personal Rights

~~The Employer and its representatives agree that the rules, regulations, and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition.~~ The Employer or individual Council members shall not harass, belittle, usurp or interfere in the work of employees. Employees will not be asked or required to do personal work for representatives of the Employer.

6.06 Personal Opinions

No employee shall be disciplined for voicing personal opinions on the **Society's** policies or business of their ~~the Employer in the performance of their duties and responsibilities~~ **provided the opinions do not have the effect of belittling, harassing or usurping individual Council members.**

7. EMPLOYEE INFORMATION & CONFIDENTIALITY

7.01 Employee Information:

a. An employee shall have access to all books and records, **including electronic records**, pertaining to his/her employment with the Employer. The Employer may add written comment to these. The employee shall be informed within two (2) working days of any addition to these records, and she/he shall have the right to include his/her written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.

b. Limited Access

Access to an employee's records shall be limited to the Employer's Personnel Committee, Staff Liaison Officer, the employee, and the ~~Job Steward~~ **Union Shop Steward**. Others may be granted access to the records only **with mutual written consent** ~~by mutual agreement of the Employer and the Union~~ **of the employee and the Staff Liaison Officer**. Such records shall be stored in a secure, locked and separate filing cabinet. **The employee or other person accessing the personnel file shall give the Employer not less than one (1) day's notice prior to accessing the personnel file.**

c. Personal Information Reporting

The Employer shall not give any personal information (either verbally or in writing) about an employee to anyone without the permission of the employee concerned.

10. UNION ACTIVITY

10.03 Leave of Absence for Public Service

a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon ~~written request~~ **receipt of twenty eight (28) days written notice**, the Employer shall allow leave of absence without pay but ~~without loss of benefits~~ **with all of the latest CCSS employee benefit plans granted at their employee classification** so that the employee may be a candidate in Federal, Provincial, or Municipal elections. **Benefits plan will be paid by the Employer for up to six (6) months.**

- b. An employee who is elected to public office shall be allowed leave of absence during his/her term of office for a period of up to five (5) years. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all **the latest CCSS employee benefit plans, granted at their employee classification and** ~~of the benefit plans of this Agreement,~~ and she/he shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.
- c. An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to five (5) years, subject to extension by mutual consent. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all **of the latest CCSS employee benefit plans, granted at their employee classification level,** and she/he or the Union shall pay the full premiums of those plans. An employee returning from such leave shall be entitled to return to work.

16. PICKET LINES

16.02 Where an employee is not reporting for work as the result of an established picket line, she/he shall be **paid two (2) hours in accordance with the Employment Standards Act.** She/he shall be deemed to have applied for and been granted an unpaid leave of absence for the **remainder** of time involved.

16.04 Working Conditions Meeting

- a. In the event that the Employer and/or the Union receives notification
 - (i) that a trade union has established a picket line at any entrance of any campus of Camosun College, or
 - (ii) that an Employer has served a lock out notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line,

the Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the Camosun College Student Society. **Council members will be notified of, and be given the opportunity to attend and give input at this meeting.**
- b. This meeting shall be convened within one (1) working day of receiving such notification. The provisions of 5.04(d) shall not apply.

18. HEALTH, SAFETY & ENVIRONMENT

18.01 Health & Safety Committee

a. A Health & Safety Committee shall be established at the call of either Party and it shall consist of one (1) representative of the Union and one representative from the Employer's Labour Committee or its designate.

d. Failure to Agree

Should the members of the Health & Safety Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining between **one representative from the Employer and one representative for the Union's Grievance Committee**. If the Labour and Grievance Committees are unable to resolve the dispute, it may be submitted to arbitration by either Party.

22. OFFICE HOLIDAYS

22.02 Recognized Holidays:

a. The Employer recognizes the following holidays:

New Year's Day	Thanksgiving Day
*Family Day	Remembrance Day
Good Friday	December 24
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	December 27 through 31 (Christmas Closure)
B.C. Day	2 Floating Days (with 14 days notice to SLO)
Labour Day	

***NB Heritage Day changed to Family Day to reflect the new BC Legislation**

22.04 Other Holidays

b. However, if the **Working Conditions Committee** Union feels that such a scheduling would disrupt the provision of services in an unusual manner, it may designate an alternate day to be an Office Holiday.

22.05 Work on Office Holidays

- b. An employee who is **requested by, and agrees to, the Staff Liaison Officer in writing** required and agrees to work on an Office Holiday may choose:
- (i) pay at double (2X) time and one (1) paid day off; or
 - (ii) pay at straight time and two (2) paid days off.

The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

23. VACATIONS

23.12 Compensation for Holidays Falling Within Vacations

An employee shall be granted an additional day's vacation with pay for any Office Holiday which is observed during his/her vacation; **in this case, article 22.06 shall not apply.**

23.14 Work During Scheduled Vacation

In the event on an emergency, the ~~Working Conditions Committee~~ **Staff Liaison Officer** may request an employee to work during his/her scheduled vacation time. **Such a request must be submitted in writing by the Staff Liaison Officer.** If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight time, and shall have the former vacation rescheduled plus three (3) additional days off with pay. If the employee chooses to reschedule, she/he may determine when to take the time off, subject to the approval of the ~~Staff Liaison Officer~~ **Working Conditions Committee**. Such approval shall not be unreasonably withheld.

24. SPECIAL LEAVE

24.03 Leave for Court Appearance or Incarceration

b. Related to Employment

In the event that an employee is accused of an offence and/or is incarcerated for actions taken at the ~~behest~~ **written request** of the Employer, she/he shall be entitled to a leave of absence with full pay and benefits and without loss of seniority for court appearances and/or the period of incarceration. **If the Employer is also participating in such an action, written consent is deemed given.**

30. CHILDCARE BENEFITS

30.03 Substitute Care

The Employer shall reimburse an amount of up to ~~five (\$5.00)~~ **the General Support Staff Wage rate** dollars per hour for an employee who is a parent who incurs a cost for substitute care when required to work outside of his/her regular work day as defined in 41.

NEW

30.05 Flexibility

Where operational circumstances permit, the Employer shall allow for work time flexibility for parents who have child care responsibilities.

32. R.R.S.P. IN LIEU OF PENSION

32.01 For employees who do not **or cannot** join the College plan, the Employer will match any contributions made by a Permanent employee to a Registered Retirement Savings Plan to ~~a maximum~~ **the greater** of one hundred dollars (\$100.00) per month, **or five percent (5%) of the employee's wages**, subject to the following provisions:

- a. The employee shall submit, upon request, documentation certifying his/her participation in the plan.
- b. If an employee ceases to contribute to the plan, or withdraws from it, the Employer shall not contribute to the plan until the employee resumes payments.

38. LIMITED SECURITY OF EMPLOYMENT

All employees shall be entitled to security of employment as follows:

38.01 Dissolution, Re-Organization:

In the event of dissolution of the Student Society, with no simultaneous creation of a similar group with similar objects; or in the event of re-organization of the Student Society requiring the termination of ~~two (2)~~ **one (1)** or more Permanent employees:

- a. All terminated Permanent employees shall receive severance pay equivalent to four (4) months' wages and one (1) year's benefits.
- b. Terminated Permanent employees with more than one (1) year of employment with the Student Society shall receive an additional amount of one (1) week's wages and benefits for each continuous year they have worked for the Student Society.

- c. Terminated **Continuing Term and Temporary** employees shall receive severance pay equivalent to the **greater of the** balance of their scheduled hours for the semester **or a minimum of six (6) weeks wage and benefits.**

43. WAGE SCHEDULE

Effective January 1, 2010, wage earners currently at twelve dollars, eighty eight cents (\$12.88) shall receive a wage increase to fifteen dollars (\$15.00) per hour.

Effective January 1, 2010, wage earners currently not at twelve dollars, eighty eight cents (\$12.88) shall receive a wage increase equal to three percent (3%).

Effective January 1, 2011, wage earners shall receive a wage increase equal to three percent (3%).

Effective January 1, 2012, wage earners shall receive a general wage increase equal to three percent (3%).

Effective January 1, 2013, wage earners shall receive a general wage increase equal to three percent (3%).

NEW

43.02

Health and Dental employees receiving less than twenty-four dollars (\$24.00) per hour who engage in special event planning and implementation for the Employer shall receive a one dollar (\$1.00) per hour premium, to a maximum of four hundred fifty dollars (\$450.00) per year, for those specific periods of time they are engaged in event planning and implementation.

42. DURATION

44.01 This Agreement shall be binding and remain in effect from January 1, 2006 ~~January 1, 2010~~, to and including ~~December 31, 2008~~ **December 31, 2013**, and shall be renewed from year to year, with wages being adjusted for inflation, thereafter unless either Party gives notice to the other Party in writing at least four (4) months prior to the expiry date, that it desires to terminate or amend its provisions.

Where notice to amend this Agreement is given by one Party within the time period required the provisions of this agreement shall continue in force until:

- a. A new Collective Agreement is signed; or
- b. The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Relations Code of British Columbia.

/s/cope 491

LETTER OF AGREEMENT # 1

AGREE TO RENEW

Re: General Manager

The parties agree that the Student Society may employ a General Manager. The position will be excluded from the bargaining unit. The General Manager will not do the work of the bargaining unit. The General Manager will not be an elected member of the Council of the Student Society.

As long as this position is filled as noted above:

1. "Staff Liaison Officer" in the collective agreement shall mean "General Manager".
2. The application of A34.02 shall cease.

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

/s/cope 491

LETTER OF AGREEMENT # 2

AGREE TO RENEW

The parties agree that work in the Women's Centre may only be done by:

1. Elected members of the Student Society Executive and Council
2. Unpaid Volunteers
3. Paid members of CUPE Local 2081 sub Student Society; at rates and hours agreed to between the parties
4. **Self-identified women**

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

/s/cope 481

LETTER OF AGREEMENT # 3

AGREE TO RENEW

Between

**CAMOSUN COLLEGE STUDENT SOCIETY
And
NEXUS PUBLISHING SOCIETY**

And

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

The Camosun College Student Society is a separate legal entity from the Nexus Publishing Society, has a separation agreement in place until March 31, 2014, and shares no operational nor financial control with the Nexus Publishing Society, but for the term of this agreement there will be one Collective Agreement, one bargaining table, and one labour management relationship conducted between the parties as described in the Labour Relations Board Certification that will cover the employees of the Camosun College Student Society and the Nexus Publishing Society. The parties agree that CUPE local 2081 is the bargaining agent for the employees of the Camosun College Student Society and the Nexus Publishing Society.

~~The parties agree that CUPE Local 2081 is the bargaining agent for the employees of the Camosun College Student Society and the Nexus Publishing Society and that the separation of "The Nexus" is purely an internal administrative arrangement that has no effect on the certification of the Union or the conduct of labour relations. Specifically, there will continue to be one collective agreement and one bargaining table and one labour management relationship conducted between the parties as described in the Labour Relations Board Certification that will cover the employees of the Camosun College Student Society including "The Nexus".~~

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

//s/cope 491

LETTER OF AGREEMENT # 4

AGREE TO RENEW

The Union will assist the employer in developing a procedure manual for all positions. The procedure manual will include a chronology of current events and situations encountered by Society staff.

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

/s/cope 491

LETTER OF AGREEMENT # 5

AGREE TO RENEW

Between

CAMOSUN COLLEGE STUDENT SOCIETY

And

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

Re: Integration of Health & Dental Staff

The parties agree and consider it desirable to integrate the health and dental staff members, currently employed by Gillivan and Associates, into the bargaining unit as of September 1, 2007.

It is understood that the integration of the health and dental operations require some specific accommodations on the part of both parties. The current health and dental staff shall become employees of the Camosun College Student Society and the provisions of the collective agreement shall apply to all existing and newly hired individuals employed in the health/dental services offices except as modified and agreed below:

1. The two (2) permanent full time employees shall be paid an annual salary of thirty three thousand dollars (\$33,000.00) for a level 1 and thirty one thousand, five hundred dollars (\$31,500.00) for a level 2 respectfully. Permanent full time employees integrated on September 1st 2007 shall be entitled to the regular extended benefits effective their first day of employment.
2. It is recognised by both parties that the annual salaries are inclusive of the wage increases that would otherwise be require on January 1st, 2008.
3. Hours shall be based on an eighteen hundred (1800) hour work year that maintains current working hours and staffing practices to the extent possible. Employees shall normally work forty four (44) weeks at thirty seven, point five (37.5) hours per week and eight (8) spring/summer weeks at sixteen (16) hours per week. The Employer agrees not to make changes, without employee and union agreement, to the work hours of the integrated employees for at least two (2) years from the time of integration.
4. Permanent full time employees shall be granted four (4) weeks vacation. Specific permission from the Employer shall be required to take more than one (1) week vacation during the September to April academic year or any vacation during the two (2) health/dental opt-out periods. Should the employees and the Employer opt to change the conditions outlined in Clause #3, and move to a thirty five (35) hour work week, vacation shall be as provided for in the Collective Agreement with a minimum of four (4) weeks for all integrated employees.

5. Employees that have been employed under contract by Gallivan and Associates for twelve (12) consecutive months or more shall be exempted from the probationary periods provided for in the Collective Agreement.
6. Article 34.02 of the Collective Agreement shall not apply and the health and dental/services employees shall be supervised by the Director of Operations or designate.
7. Article 42.03 shall not apply and all overtime will require the approval of the supervisor or Staff Liaison Officer.
8. In order to maintain a distinction between the various existing CCSS wage classifications, it is agreed that the CCSS's Service Coordinators wage shall increase by one dollar, twenty five cents (\$1.25) per hour effective September 3rd, 2007.
9. **For the purposes of benefits and vacation the start date for employees integrated in to the CCSS shall be the date she or he was originally hired on as a full time permanent salaried employee of Gallivan and Associates.**

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

/s/cope 491

LETTER OF AGREEMENT # 6

NEW

Between

CAMOSUN COLLEGE STUDENT SOCIETY

And

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

Re: Positions of Office Support Staff (Interurban and Landsdowne)

The parties agree that for the term of the Collective Agreement the incumbents in the positions of Office Support Staff (Interurban Campus) and Office Support Staff (Landsdowne Campus), on January 1, 2012, shall be considered Permanent employees as defined in Article 4 of the Collective Agreement, and effective the date of ratification of the Collective Agreement, will be entitled to all the terms and conditions of employment of Permanent employees. Should the incumbents subsequently vacate these positions; the positions will revert to their former classifications and be posted and filled accordingly.

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2081:

/s/cope 491

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: DIRECTOR OF OPERATIONS EXECUTIVE DIRECTOR

The Director of Operations will work with the Board of Directors as well as the various programs, clubs, and groups within the CCSS to facilitate good governance and administrative efficiency of the Society.

RESPONSIBILITIES

1. Perform duties of a Resource Coordinator as required and act as part of the resource team.
2. Coordinate the financial and staffing resources of the Student Society.
3. Shall be a financial signing officer.
4. Shall approve and make travel arrangements for meetings and conferences.
5. Act as the primary Political and Administrative Advisor to the Board of Directors.
6. Take necessary steps to ensure the collection of CCSS and Canadian Federation of Student (CFS) fee levies.
7. Manage the Extended Health and Dental Insurance programs.
8. Adjudicate appeals related to Universal Bus Pass, **Health and Dental plans** and work to ensure the stability and viability of the program.
9. Engage in long-term planning and work on important projects such as a student union building.
10. Ensure the fiscal and political stability of the Society.
11. Represent the Society at meetings with college officials, government officials, and the CFS.
12. Serve as the Society's representative on the colleges Election Committee.
13. Ensure that the elections and referendums are fair and transparent.
14. Maintain a working relationship with college officials, campus unions and associations, as well as the elected officers and staff of the Canadian Federation of Students.
15. Maintain a clean and organized office environment.

REQUIREMENTS:

1. Bachelor degree in related discipline or equivalent.
2. Ability to use and troubleshoot networked computers and software.
3. Able to work with students and staff in an intense high stress environment.

Consequential amendments throughout Collective Agreement – to reflect the change in title

/s/cope 491

APPENDIX 1: JOB DESCRIPTIONS

NEXUS PUBLISHING SOCIETY

POSITION: LAYOUT EDITOR – THE NEXUS

GENERAL STATEMENT:

Works closely with the Managing Editor and other staff to plan and execute exceptional visual impact in all aspects of the design of the newspaper.

JOB RESPONSIBILITIES

1. Must have an excellent working knowledge of graphic design programs and hardware, including InDesign, Pagemaker, Photoshop, Illustrator, digital cameras, scanners, etc.
2. Shall design the newspaper according to specifications supplied by Managing Editor and student staff/volunteers using InDesign and other programs listed above.
3. Shall liaise with the Nexus promotions department to help plan and design effective ads and promotions for Nexus.
4. Shall be responsible for production of Nexus, including proofing and PDF transfers to our printing press.
5. Shall arrange work times to correspond with production times of Nexus.
6. Shall assist with updating all Nexus website information within the guidelines established by Managing Editor.
7. Shall meet periodically with Managing Editor and student editing staff, and attend all staff/volunteer meetings to discuss progress of the newspaper design.
8. Shall assist with research and accessing of information, photos, graphics, etc., via the Internet for Nexus articles.
9. Shall, from time to time, liaise with the Nexus advertising department to design effective ads and/or promotions for local advertising clients.

JOB REQUIREMENTS:

1. ~~Fifteen (15) hours a week, thirty-four (34) week recurring contract (late August to mid April).~~
2. Grade 12 equivalent, plus relevant post-secondary education or job experience in design and layout.
3. Prior experience in print media.

POSITION:LAYOUT EDITOR – NEXUS (continued)

4. Working knowledge of InDesign, Pagemaker, Photoshop, Illustrator, Adobe Reader, Adobe PDF process, website design, Microsoft Word, Excel, and Internet Explorer.
5. Well-developed journalism skills; structure, grammar, punctuation, spelling, proofreading, etc.
6. Excellent communication skills; verbal and written.
7. Able to work on strict deadlines, pay attention to detail, and see projects to completion.
8. Knowledge of Camosun College, student issues, and student views.
9. Punctual and reliable.
10. Self-motivated and able to work with minimal supervision.
11. Able to effectively support and motivate volunteers.

/s/cope 491