

MEMORANDUM OF AGREEMENT

Between

**CAMOSUN COLLEGE FACULTY ASSOCIATION
"The Employer"**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
"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.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in the Addendum to this document.

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 and in the attached Addendum.

The parties agree that the term of the collective agreement shall be from **July 1, 2010 to March 31, 2015**.

The parties agree that the said collective agreement shall include the terms and conditions of the CUPE Local 2081 current collective agreement (excluding the common agreement) **which expired on June 30, 2014** and subsequent renewals, save and except the items non-applicable and the matters agreed to by the parties as per the attached Addendum.

Dated at Victoria, British Columbia this 21st day of MAY, 2015.

FOR THE EMPLOYER:

Mark Kumer

FOR THE UNION:

John Wajda

ADDENDUM TO THE MEMORANDUM OF AGREEMENT

LIST OF NON-APPLICABLE CLAUSES OF CUPE LOCAL 2081 –and- CAMOSUN COLLEGE COLLECTIVE AGREEMENT [July 1, 2006 – June 30, 2010]

- 1.01 Probationary Employees
- 1.05 Defined Positions
- 3.01 Bargaining Unit
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- 6.01 Check-off Payments
- 6.02 Deductions
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- 13.02 Computation of Seniority
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- 16.01 Work Day
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- 23.05 Special Additional Pay
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- 26.01 Health and Welfare Benefits
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Schedule "B" Pay Schedule

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Letter of Agreement No. 2 Contracting Out

Letter of Agreement No. 3 Articles 28.01 and 28.02 – Technological and Other Changes

Letter of Agreement No. 4 Vacation Selection Pursuant to Article 20

Letter of Agreement No. 5 Benefits for Regular Recurring Employees on Layoff

Letter of Agreement No. 6 Use of Eligibility Lists

Letter of Agreement No. 7 Equal Pay

Letter of Agreement No. 8 Temporary Stipend – Systems Network Administrators

Letter of Agreement No. 9 Sick Leave Replacement

Letter of Agreement No. 10 Benefits for Term Employees

Letter of Agreement No. 11 Article 21.02 – Sick Bank

Letter of Agreement No. 12 Labour Market Adjustment

Letter of Agreement No. 13 Fiscal Dividend

Letter of Agreement No. 14 Joint Early Intervention System for Employees on Sick
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Letter of Agreement No. 15 Incentive Payment

Letter of Agreement No. 16 Participation in Modified Work Week

Appendix "A" Layoff/Recall Policy and Procedures

Appendix "B" System Wide Electronic Registry and Human Resource Database

AGREED ITEMS from last round of bargaining

Article 1: Probationary Employees

1.01 Probation - Regular Employees

- (a) Every new Regular Employee shall be on probation for the first six (6) calendar months of employment.
- (b) The Association Executive shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- (c) Upon the successful completion of the probationary period, an Employee shall become a Regular Employee and shall be placed on the seniority list in order of the date of appointment.
- (d) In the event that a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee three (3) weeks' notice (or pay in lieu of notice) of the termination.

Article 2: Recognition

2.01 Bargaining Unit

- (a) The Employer recognizes the Canadian Union of Public Employees and its Local 1004 as the sole and exclusive collective bargaining agent for all employees of the Employer--henceforth known as the "Employees"--except the President and other members of the Executive, elected or appointed officers and representatives, and others exempted by the Labour Relations Code.
- (b) Within this Collective Agreement, "President" means President of the Camosun College Faculty Association (CCFA), or another person designated by the Association.

2.02 Other Employment Conditions

Notwithstanding any provisions of this Agreement, the provisions set out in the Employment Standards Act shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the Employees is set out in this Agreement.

Article 3: Dues Check-Off and Union Security

- 3.01 All Employees, as defined in 3.01 above, shall, as a condition of employment, acquire and maintain Union membership and pay monthly dues to CUPE Local 1004.
- 3.02 The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.

Article 4: Correspondence

- 4.01 Unless otherwise specified in clauses herein, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the President of the CCFA to the President of CUPE Local 1004, with a copy to the CUPE National Representative in the Victoria Area Office.

Article 5: Grievance and Arbitration

5.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether any matter is arbitrable.

5.02 Settling of Grievances

- (a) All grievances concerning the operation or application of this Agreement will first be discussed with the President or his/her designate. If no agreement is reached, the grievor may submit the grievance in writing, and the President will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the CCFA Executive, and the Executive will give a formal written response. A grievance must be filed in writing within thirty (30) calendar days of the alleged violation of the Agreement.
- (b) If a grievance is not resolved satisfactorily, either party may refer the matter to a single arbitrator. When such a referral is made they will agree on the single arbitrator. Failing agreement, either party may request the Labour Relations Board to make the appointment.
- (c) The arbitrator will hear the dispute within thirty (30) days of being appointed and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.

- (d) The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.
- (e) The arbitrator's fees and expenses will be equally shared by the parties, the Employer paying fifty percent (50%) and the Union paying fifty percent (50%). The Union and the Employer are each responsible for their own costs of representation.

5.03 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

Article 6: Paid Holidays

6.01 The following have been designated as paid holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Article 7: Hours of Work

7.01 Hours of Work

All hours of work shall be scheduled between the hours of 8:00 AM and 5:00 PM Monday to Friday, inclusive of meal periods.

7.02 Rest Periods

There shall be one fifteen (15) minute paid break per three and a half (3.5) hours of work.

Article 8: Compassionate Care Leave

8.01 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 8.01, "family member" is defined as one of the persons listed in Appendix E – Family Members for the Purpose of Article 8.01 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks. An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (b) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (c) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

8.02 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional unpaid leaves may be granted beyond the eight (8) week period specified in Article 8.01 above. Such additional leave shall be granted for as long as compassionate leave under 8.01 is required. In this case, provisions 8.01 (a) and (c) shall not apply.

8.03 Bereavement Leave

A Regular Full-time Employee is entitled to five (5) days' paid leave in the event of the death of a family member as defined in Appendix E. With the Employer's approval, this leave may be extended by up to one (1) months' leave of absence without pay. Regular Part-time and Term Employees are entitled to up to five (5) days paid leave not exceeding the number of scheduled hours in a two (2) week period.

Article 9: Payment of Wages and Allowances

9.01 Appendix C

The wages, salaries and classifications for all employees covered by this Collective Agreement shall be in accordance with Appendix C attached hereto and forming part of this Collective Agreement.

9.02 Childcare Expenses

Employees required to work outside their normal working hours shall be reimbursed for childcare expenses at the rate of ten dollars (\$10.00) per hour. The wage rate will vary in accordance with variations in minimum wage (ESA). Receipts are required for all reimbursements. There shall be no reimbursement when the caregiver is living within the same household.

9.03 Reasonable Expenses

An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer, provided such expenses are authorized in advance and in writing by the President or his/her designate.

Article 10: New Positions or Changed Duties

10.01 New Classifications

Should a new classification be created during the life of this Collective Agreement, in addition to the positions described in the job description appended to this Agreement, the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 10. Such new terms will be effective from the first day of the new classification.

Article 11: Municipal Pension Plan

- 11.01 (a) Full-time regular employees shall participate in the Municipal Pension Plan upon completion of their probationary period.
- (b) Full-time term employees shall participate in the plan upon the completion of one (1) year continuous employment by the Employer.
- (c) Part-time term and part-time regular employees may apply for enrolment in the plan upon the completion of two (2) years of continuous employment by the Employer.
- (d) Those part-time term and part-time regular employees who choose to not enrol in the plan on completion of two (2) years of continuous employment at the College may choose to receive a payment in lieu or a payment to an RRSP of their designation. The payment shall be in an amount equal to what the Employer's contribution to the Municipal Pension Plan would have been if the employee had chosen to enroll.

Article 12: Staff Development and Training

12.01 Professional Development

(a) **Regular Full-Time Employees**

Regular Full-Time employees shall be eligible for up to five (5) working days per year for Professional Development (PD).

(b) **Regular Part-Time Employees**

In accordance with Article 12.01, Regular Part-Time Employees shall have their Professional Development entitlement pro-rated.

(c) Professional Development entitlements do not apply to Term or Casual Employees.

(d) Professional Development days not used in one (1) year shall not carry forward to the following year.

(e) Professional Development is defined as those activities which enhance Employees' abilities to perform their duties or those activities which enhance Employees' career development through self-directed and self-initiated activities when approved by CCFA President or designate. Employees must request and receive approval from the Employer to receive PD funds. Such approval shall not be unreasonably withheld.

(f) In any year:

(i) Each Regular Employee is guaranteed a minimum allocation of one thousand dollars (\$1,000) in approved PD funds.

(ii) An Employee may carry forward his/her unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death. The accumulation of PD Funds shall not exceed two thousand dollars (\$2,000).

12.02 Staff Training

(a) Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee.

- (b) Attendance at such activities shall be treated as time worked by the Employee.

Article 13: Term of Agreement

13.01 Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement.

Letter of Understanding No. 1

Re: Implementation of Pension Plan

The parties agree that the implementation of the Pension Plan shall be subject to the Employer determining that it is able to enrol an employee in the Municipal Pension Plan at a cost acceptable to the employer. If the Employer determines not to participate in the Municipal Pension Plan, the Employer will provide contributions in lieu for all full-time continuing and for all employees with more than two (2) years continuous services as described in clause 11.

Appendix A - Seniority List

Employee	Classification	Date of Initial Appointment
Erin Waugh	Administrative Assistant	August 27, 2004
Peg Ford	Clerical Assistant	August 27, 2012

Appendix B - Job Descriptions

Job Title: Administrative Assistant

DESCRIPTION:

The incumbent performs a variety of typing, word processing, database and clerical duties which may involve confidential materials in support of the Association's

operation. The incumbent is expected to perform with a considerable degree of initiative and independence of action based on general instructions from members of the Executive. The incumbent handles the day-to-day financial affairs of the Association including record keeping and payroll, prepares financial statements and reports, receipt of dues, Accounts Receivable, Accounts Payable, enters and verifies computer/journal entries, banking, monitors bank investments, liaises with auditors, purchases supplies and office equipment and obtains quotations for services, and provides information for budget creation.

PRINCIPAL DUTIES:

1. Typing/Word Processing
 - minutes from Executive, General and other committee meetings;
 - for members of the Executive primarily, but also for any faculty member involved in CCFA business, especially in grievance proceedings; drafts of collective agreements, Faculty Association Members' Handbook;
 - correspondence;
 - newsletters, announcements and bulletins
2. Professional Development Committee Support
 - Responsibility for maintaining Professional Development Committee records and processing communications to and from Professional Development applicants.
3. Compiling and Collating Statistics
 - compiling and collating statistics for Taskforce reports, FPSE, Statistics Canada, Registrar of Companies and other groups, as needed.
4. Filing
 - establishing and maintaining an up-to-date filing system that is well organized.
5. Membership List
 - maintaining a current database of all membership and standing committees on computer disk, and documents pertaining to them.
6. Telephone - Scheduling and Communication
 - taking and relaying messages in person, by telephone, and by fax;
 - making appropriate arrangements for Faculty Association meetings, including room bookings and refreshments, as requested;

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- answering CCFA enquiries, or directing enquiries to the appropriate source of information.
 - setting up voice mail lists.
7. Travel and Accommodation Arrangements
- making travel and accommodation arrangements for members of the Executive and other CCFA members, as required.
8. Mail
- maintaining a mailing list - inter-college and external;
 - opening and distributing mail in accordance with established procedures;
 - handling and processing mail and fax;
9. Office Equipment and Supplies
- purchasing necessary supplies for the office;
 - arranging for purchase, maintenance and repair of office equipment.
 - setting up voice mail lists.
10. Duplication and Distribution of Materials
- any documents, by request of the Executive or with the approval of the Executive;
 - minutes of meetings, bulletins/newsletters.
11. Financial
- handles the day-to-day financial affairs of the Association, including dues and accounts receivable, accounts payable, monthly and yearly reports, using the computerized accounting system;
 - record-keeping
 - handling the bank transactions and reconciliations;
 - maintaining a petty cash fund.
12. Security
- ensure that office contents are inventoried and evaluated in preparation of purchase of insurance;
 - making necessary arrangements for the renewal of office contents insurance;
 - maintaining records of office keys;
ensuring Workers' Compensation Board assessment is filed.

QUALIFICATIONS

Grade 12 plus training in the use of word processing, spreadsheet, database and accounting software; post secondary degree or diploma; three years of related experience; or an equivalent combination of training and experience.

Job Title: Clerical Assistant

DESCRIPTION:

The incumbent performs a variety of typing, word processing, database and clerical duties which may involve confidential materials in support of the Association's operation. The incumbent is expected to perform with a considerable degree of initiative and independence of action based on general instructions from members of the Executive.

PRINCIPAL DUTIES:

1. Typing/Word Processing
 - Minutes from committee meetings
 - Newsletters, announcements and bulletins

2. Correspondence
 - Prepare standard worded correspondence (i.e. Leave requests to College)
 - Prepare more complex correspondence as per instructions
 - Update Collective Agreements from notes (handwritten or typed)
 - Information search through past files and records (i.e. Minutes binders, files and archive files)
 - Receiving, date stamping and distribution as required of daily correspondence
 - Monthly management of incoming and out-going correspondence
 - Information distribution to Executive through various technologies and methods (email, photocopies, internal mail)
 - Information distribution to Members, FPSE office, Camosun Administration and Board of Governors through various technologies and methods (mail-outs, email, voice mail, web page)
 - Use of networked computer with links by email and shared drives to Executive and Members
 - Use of other technologies, such as fax machine (including advanced applications such as broadcast faxes and delayed group faxing), photocopier, various printers (in office and computing services) and arranging for maintenance and upkeep of same.

3. Filing/Copying

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- Establish and maintain an up-to-date filing system that is well organized.
4. Office Equipment and Supplies
 - Office Supply monitoring and ordering
 - Ordering of resource/educational materials as directed by Executive
 5. Professional Development Committee Support
 - Responsibility for maintaining Professional Development Committee records and processing communications to and from Professional Development applicants.
 - Processing of travel and expense claim forms, entering claim amount in database, and forwarding to Accounting for reimbursement to CCFA member.
 - Processing of request for advancement of PD funds
 - Entering of data on database, and tracking of expenses through duration of study.
 - Monitoring and reconciling PD accounting records.
 6. Meetings, Travel and Accommodation Arrangements
 - Meeting preparation, involving gathering of pertinent reports and distribution of same in a timely manner prior to meetings.
 - Room booking for meetings
 - Booking of travel arrangements (hotel, air flights)
 7. Communication
 - Retrieval of voice mail and email messages left on the office systems, and taking action or forwarding to appropriate Executive member as required.
 - Communication at direction of Executive with the College Administration, Faculty and Board of Governors.
 8. Financial
 - Record-keeping
 - Petty cash
 9. Security
 - Maintaining records of office keys

QUALIFICATIONS

Grade 12 plus training in the use of word processing, one year of related experience; or an equivalent combination of training and experience.

Appendix D – Percentage in lieu of Benefits

It is understood and agreed by the parties that a premium of twenty percent (20%) in lieu of Benefits shall be paid to part-time employees. Benefits are MSP, Extended Health, Dental, Group Life, Long Term Disability and Eyewear coverages.

It is further understood that in the event there is a new employee and the employee chooses not to accept the percentage in lieu, discussions may be held by the parties in good faith. The parties will review the possibility of application of the Group Benefits, covered in the CUPE Local 2081 agreement of the College. However, the Employer may continue to opt out subsequent to the discussions.

It is understood that the Employer does not view that the Union has withdrawn the above provisions and that it reserves the right to negotiate accordingly in future negotiations.

Appendix E: Definition of Family Member for the Purpose of Article 8.01 Compassionate Leave and Article 8.03 Bereavement Leave

1. The following “family members” are persons identified through their relationship to the employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child

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- Spouse of a grandparent
 - Spouse of a grandchild
 - Spouse of an aunt or uncle
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of a current or former guardian
 - Spouse of an employee's current or former foster parent
 - Spouse of an employee's current or former ward
 - Spouse of a person who is living with the employee as a member of the employee's family
2. The following "family members" are persons identified through their relationship to the employee's spouse
- Spouse's parents or step-parents
 - Spouse's siblings or step-siblings
 - Spouse's children
 - Spouse's grandparents
 - Spouse's grandchildren
 - Spouse's aunts or uncles
 - Spouse's nieces or nephews
 - Spouse's current or former foster parents
 - Spouse's current or former wards
3. The following "family members" are deemed family members
- Any other person in the same household who is dependent upon the employee
 - Any person who lives with the employee as a member of the employee's family
 - Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

Appendix C – Wages and Salaries

General Wage Increases – to be fully retroactive

July 1, 2010	0%
July 1, 2011	0%
July 1, 2012	0%
January 1 – March 31, 2013	1 %
April 1 – August 31, 2013	1 %
September 1 – December 31, 2013	1 %
January 1 – March 31, 2014	1 %