

THIS AGREEMENT made and entered into this day of

A. D. 199

BETWEEN:

CAMOSUN COLLEGE

(hereinafter called the "College")

OF THE FIRST PART

AND THE:

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

(hereinafter called the "Union")

OF THE SECOND PART

It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the College and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
3. To encourage efficiency in operations;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1. DEFINITIONS OF EMPLOYEES**1.01 Probationary Employees**

- (a) Newly hired employees shall be subject to a probation period. This period shall be three (3) months in length for all positions within pay bands 5 and lower, and six (6) months in length for all positions within pay bands 6 and higher. For those positions identified by the Joint Advisory Job Evaluation Committee as being entitled to learning curve recognition, there shall be a second probation period equal in length to the balance of time required for the employee to complete his/her customized training plan. The criteria for this second probation period shall be limited to the employee's successful completion of the training plan. For the purpose of seniority, entitlements and benefits, probation is finished after successfully completing the first probation period. The probation periods for part-time employees shall be pro-rated. Any part-time employee who has not met the length of probation requirement within a one (1) calendar year period shall be deemed to have completed this probation after serving fifty percent (50%) of the probation period and receiving a successful performance appraisal.
- (b) Under special circumstances and with the mutual agreement of the College and the Union, the probationary period may be extended to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.
- (c) During the probationary period a probationary employee may apply as an internal applicant for another position within the bargaining unit. The employee must successfully complete a full probationary period within the new position in order to pass probation in the new position.
- (d) During the probationary period a probationary employee shall be entitled to all rights and privileges of this Agreement. After successful completion of the probationary period seniority shall be effective from the original date of employment.
- (e) The College may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment carried out fairly and objectively. Each probationary employee shall be informed upon hiring of this provision.
- (f) When an employee returns to the same position as that previously held within the last twelve (12) months, any continuous period of time spent in the previous position which is fifty percent (50%) or greater of the required probationary period for the position, shall be applied to the probationary period.

1.02 Regular Employees

- (a) Employees who are appointed to year round positions on a regular weekly basis shall be confirmed as regular employees. These employees have no

anticipated termination date.

- (b) Employees who are appointed to positions which are expected to occur annually for periods of seven (7) months or more on a regular weekly basis shall be confirmed as recurring regular employees. These employees have no anticipated termination date other than regularly scheduled layoffs.

1.03 Term Employees

- (a) Employees appointed to positions with a specified termination date shall be known as "Term Employees". If the College lays off a term employee before his designated term has ended, the layoff provisions of Clause 15.04 shall apply, and Clause 15.03 shall apply after completion of probation.
- (b) A current term employee shall be entitled to apply as an internal applicant for any position within the bargaining unit. A term employee who has not completed a probation period must successfully complete a full probationary period within the position in order to pass probation in the new position.
- (c) A term employee shall maintain, but not accrue, seniority for six (6) months following the end of her term. During that six (6) months, the term employee shall be entitled to apply as an internal applicant for any position posted within the bargaining unit. A term employee who has not completed a probationary period must successfully complete a full probationary period within the new position in order to pass probation in the new position.
- (d) When a term employee returns to a position of the same classification as that previously held, all time spent in the classification during the previous twenty-four (24) months shall count toward the salary step placement on the pay scale. All term employees returning under this clause shall be subject to a probationary or trial period in accordance with Clause 1.01 or 14.05.
- (e) An employee who is appointed to a term position of seven (7) months or more on a regular weekly basis shall be confirmed as a recurring regular employee at the beginning of the third such term. An employee who has been in a term position for twenty-four (24) consecutive months shall be confirmed as a regular employee at the beginning of any extension of that employment. A term appointment for special projects may be extended without regularization by mutual agreement between the College and the Union.
- (f) A regular employee who transfers to a term position (other than under clause 14.04) for a period of one (1) year or longer shall continue to be eligible for the benefit plans of a regular employee subject to the usual waiting periods defined for regular employees and must participate as a condition of employment. Where there has been no break in employment all other entitlement calculations will be based on the original date of hire as a regular employee.

1.04 Casual Employees

When it is necessary to hire an employee for a period of time not exceeding thirty (30) working days to work in a job that falls within the bargaining unit, that employee shall be known as "Casual". All casual employees shall join the Union as a condition of employment. Casual employees shall receive only statutory benefits and shall have the same recourse to the grievance procedure as a probationary employee.

1.05 Part-time Employees

Part-time is defined as working less than thirty-five (35) hours per week or thirty-seven and one-half (37½) hours for physical resources staff.

1.06 Defined Positions

All positions held by employees covered by the Union's certification including the job classifications set out in Schedule A and as added to, amended or deleted by the Joint Advisory Job Evaluation Committee, shall constitute the defined positions at the College.

2. MANAGEMENT RIGHTS**2.01 Management Rights**

The Union recognizes that it is the right of the College to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

2.02 Non-Discriminatory

The College shall not exercise its rights to direct the working forces in a manner that is in bad faith, arbitrary or discriminatory. Nor shall these rights be used in a manner which would deprive any present employee of his employment, except through just cause.

2.03 No Other Agreement

The College shall not make any decisions, or establish any policy, nor shall an employee request any action that will in any way change or nullify any clause or part of this Agreement.

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The College recognizes the Canadian Union of Public Employees and its Local 2081 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Industrial Relations Council of British Columbia and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not be instructed by the College to work in any defined positions which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the College or its representatives which may conflict with the terms of this collective Agreement.

4. HUMAN RIGHTS

4.01 No 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, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disabling conditions, political or religious affiliation, sex, marital status including same sex relationships, sexual orientation, place of residence, nor by reason of his membership or activity in the Union, or for any other reason.

4.02 Harassment

- (a) The College and the Union recognize the right of employees to work in an environment free from harassment and the obligation of the College to maintain a harassment free workplace.
- (b) Harassment allegations will be handled in accordance with the procedures outlined in the College's Harassment Policy. All employees shall have full rights to the grievance process on completion of the procedures outlined in the College's policy.
- (c) No information relating to an employee's personal background, lifestyle or

mode of dress will be admissible during the policy, grievance or arbitration process.

- (d) The College and the Union agree that all matters arising under this clause shall be handled with all possible confidentiality.

4.03 Definition of Harassment

Harassment is abusive, unfair, offensive, or demeaning treatment of a person or group of persons which has the effect, upon a reasonable person, of interfering with an individual's work, or which creates an intimidating, hostile or offensive work environment.

- (a) Sexual harassment is a type of harassment which emphasizes the sex or sexual orientation of an individual, and includes but is not limited to unwelcome sexual advances, requests for sexual favours and other verbal, written or physical conduct of a sexual nature, whether or not they are accompanied by explicit promises or threats, made by a person who knows or ought reasonably to know that such attention is unwanted, when:
 - (i) submission to such conduct is made either explicitly or implicitly a term or condition of work; or
 - (ii) submission to, or rejection of, such conduct is used in making personnel decisions affecting that individual; or
 - (iii) such conduct has the effect of creating an intimidating, hostile or offensive work environment.
- (b) Personal harassment is a type of harassment characterized by repeated, intentional, offensive comments and/or action deliberately designed to demean and belittle the individual and/or cause personal humiliation.

5. UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership

All employees hired into positions covered by the bargaining unit shall, as a condition of employment, become members in good standing of the Union according to the Constitution and Bylaws of the Union.

6. CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The College shall deduct from every employee any monthly dues, initiation fees or assessments levied, in accordance with the Union constitution and bylaws.

6.02 Deductions

- (a) Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month, accompanied by a list of names of employees from whose wages the deductions have been made.
- (b) It is further agreed that:
 - (i) a list of names, phone numbers, home address, division, department, campus, job position, pay grade, step of pay grade and employment status will be sent to the Secretary of the Union when requested;
 - (ii) a copy of the letter of appointment to all new employees eligible for Union membership will be submitted to the Union.

6.03 Dues Receipts

The College shall print, in the appropriate box on each employee's T-4 slip, the amount of Union dues paid by each Union member during the taxation year.

7. **COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES**

7.01 New Employees

The College agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

7.02 New Employee Orientation

The College will acquaint all new employees with its facilities, goals and policies and with all available benefits. A representative from the Union shall be given reasonable time to speak to the new employee(s) during their regular work schedule.

8. **CORRESPONDENCE**

8.01 Correspondence

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

Dean of Employee Support and Development and the Secretary of CUPE Local 2081.

9. **LABOUR/MANAGEMENT COOPERATION COMMITTEE**

9.01 **Establishment of Committee**

A Labour/Management Cooperation Committee shall be appointed and consist of not more than three (3) representatives of the College and not more than three (3) representatives of the Union. One representative of the Union shall be the President of the Union. One representative of the Employer will be a member of the College Management Team. The committee shall convene at the request of either party. The date, time and place of such meeting shall be by agreement of the parties and be held within two (2) weeks of said request.

9.02 **Function of Committee**

The Labour Management Committee shall earnestly seek to resolve differences between the parties arising from the interpretation of this agreement, the terms and conditions of employment or any other matter of importance to the parties.

The parties shall exchange written agenda items at least forty eight (48) hours in advance of scheduled meeting of the committee. Notwithstanding this, the parties may mutually agree to include other items on the agenda on an ad hoc basis.

10. **GRIEVANCE PROCEDURE**

10.01 **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 questions as to whether any matter is arbitrable.

10.02 **Settling of Grievances**

Grievances shall be resolved without stoppage of work by the following procedure:

- (a) When it is alleged a violation has occurred, the shop steward shall, within forty (40) working days of the alleged violation with or without the aggrieved employee(s), discuss the matter with the immediate supervisor and the divisional dean and if it can be settled, that shall end the matter. Either the shop steward or the divisional dean may seek the advice of the Labour/Management Cooperation Committee to assist in resolving the grievance. The committee does not have the power to bind either the Union or its members or the College to any decisions or conclusions reached in their discussions.
- (b) Where agreement is not reached under Clause (a) within ten (10) working days, the complainant shall submit to the other party a written statement of

the particulars of the complaint and the redress sought and the College shall declare its position and render its solution to the complaint within ten (10) working days after receipt of such notice.

- (c) If the position and solution presented by the College are not acceptable to the complainant, then the Union may, within fifteen (15) working days of obtaining the College's written position and solution, and by giving written notice to the College, refer the matter to a board of arbitration as provided in Article 11.
- (d) The time limits fixed by this procedure may be extended by consent of the parties to this Agreement.

11. ARBITRATION

11.01 Composition of Board of Arbitration

- (a) Within five (5) working days from the time the notice is served, each party shall appoint a member to the arbitration board and notify the other party of the name and address of its appointee. The two (2) members so appointed shall select and appoint the third member who shall be chairman, but should they not do so within five (5) working days, then either party may apply to the Ministry of Labour to appoint a person to be chairman.
- (b) Upon mutual agreement, the parties may choose a single arbitrator in lieu of the Board of Arbitration described in 11.01(a).

11.02 Board Procedure

The board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt to achieve justice, the Board shall, as much as possible, follow a layman's procedure and avoid legalistic or formal procedures. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the College's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.03 Decision of the Board

- (a) The arbitration board shall hear the parties and render a decision within fifteen (15) days from the time the chairman is appointed and shall commence its proceedings within ten (10) days after the chairman is appointed.
- (b) The decision of the majority of the arbitration board shall be final and

binding upon both parties.

- (c) Should the parties disagree as to the meaning of the decision, either party may apply to the chairman to reconvene the board to clarify the decision.

11.04 Amending of Time Limits

The time limits fixed by this procedure may be extended by consent of the parties to this Agreement.

11.05 Expenses of the Board

Each party shall pay:

- (a) The remuneration and expenses of the arbitrator it appoints;
- (b) One-half ($\frac{1}{2}$) the remuneration and expenses of the chairman;
- (c) One-half ($\frac{1}{2}$) the expenses of the arbitration board for clerical assistance, supplies and rent of a place to meet.

12. DISCIPLINE, DISMISSAL AND RESIGNATION

12.01 Burden of Proof

No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the College and all notices of discipline of just cause shall be in writing and copies given to the employee involved and the Union.

12.02 Adverse Report

- (a) In order to form part of an employee's personal record at the College, any expression of dissatisfaction concerning an employee's work must be made in writing within five (5) working days of the event of the complaint by the employee's excluded supervisor, and a copy of the complaint must be submitted to the employee and the Union. Extension to this time limit may be granted with the agreement of both parties.
- (b) The employee has the right to reply to such a complaint and to have this reply filed in his personal record. With the filing of an adverse report the College shall specify the nature of the change in performance required of the employee and the period of time in which the performance change

should occur. This time period will be reasonable and fair. When the time specified has elapsed, an updated evaluation report will be filed and a copy given to the employee.

- (c) An adverse report is a reprimand and will not have copies circulated other than to the individual, the Union and the personnel file unless it recommends suspension or possible dismissal. The Adverse Report will be removed after five (5) years from the date of the report provided there have been no further Adverse Reports during this period.

12.03 Disciplinary Measures

- (a) All disciplinary action shall be reported in writing to the President of the College who may suspend and/or terminate an employee. The employee will receive three (3) weeks notice of termination, or one (1) week if the employee has not completed probation, or payment in lieu of notice subject to the remaining sections of this clause.
- (b) An action by an employee which endangers himself, other staff or students or jeopardizes the ability of the College to provide its services, may lead to immediate suspension. Termination following such suspensions will be without notice.
- (c) Notwithstanding anything to the contrary contained in this clause, the College reserves the right of the President of the College to suspend or terminate an employee for just cause.
- (d) All correspondence to and from the College President under this clause shall be copied to the Union.

12.04 Right to Have Steward Present

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, an employee may, at his discretion, request the attendance of his shop steward at any discussion between the employee and his supervisor which the employee believes may result in an adverse report or discipline recommendation. An employee may request at any time during a discussion that further discussion be postponed until he can arrange for his shop steward to be present.

12.05 Access to Personnel File

An employee may review his personnel file at any time and may copy any documents therein. The employee may respond in writing to any document and such reply shall become part of his personnel file for the life of the documents.

12.06 Resignation

- (a) Notwithstanding the College's need to obtain as much advance notice as possible of an employee's intention to resign from his position, any

employee may terminate upon giving the College ten (10) working days written notice of the effective date of resignation. The employee shall receive termination pay and benefits as provided for in this Agreement.

- (b) An employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the Statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

12.07 Abandonment of Position

An employee who fails to report for duty for five (5) working days without informing the College of the reason for his absence shall be presumed to have abandoned his position without proper notice and Clause 12.06 will be effected. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the College.

13. SENIORITY

13.01 Seniority Defined

Seniority is defined as the total length of service in the bargaining unit as an employee, regardless of occupational change. Seniority shall be used as one of the factors in determining preference or priority for promotion, transfers, demotions, terminations and layoff caused by force reductions and recall. Seniority shall operate on a bargaining unit wide basis.

13.02 Computation of Seniority

All employees shall accrue seniority. Seniority will include all time worked within the bargaining unit unless otherwise specified in this Agreement. Seniority earned to March 31st 1982 shall be based on the date of commencement of employment within the bargaining unit. Effective April 1st 1982 seniority shall be prorated in accordance with the percentage of time worked.

13.03 Accrual of Seniority

Seniority shall accrue from the first day of employment within the bargaining unit and shall continue to accrue as follows:

- (a) When an employee in the bargaining unit is participating in a legal work stoppage;
- (b) For the first two (2) years of absence due to long term disability or workers'

compensation;

- (c) For the first six (6) months of layoff, maternity leave, general leave without pay, or any combination thereof. Where this clause conflicts with Clause 22.06 (d), 22.06 (d) shall prevail.

13.04 Loss of Seniority

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated;
- (b) He resigns in writing and does not withdraw the resignation within two (2) days;
- (c) He fails to return to work within ten (10) working days following notification to do so by registered mail following a layoff, unless through sickness or other just cause.
- (d) He is laid off for a period longer than one (1) year. After the one year period, upon application from the employee that he wishes to retain his recall rights for a further year, seniority will continue to be retained.

13.05 Seniority List

The College shall maintain a seniority list showing for each employee:

- (a) name;
- (b) date of first appointment within the bargaining unit;
- (c) length of seniority period;
- (d) position held on date seniority list prepared.

An up-to-date seniority list of all employees shall be sent to the Union and posted on all appropriate bulletin boards in January of each year.

14. PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) When a vacancy occurs, or a new position is created, either of which will be for a period of three (3) months or longer, or when a part-time position changes to full-time regular status, or when a term position changes to a regular position other than under clause 1.03(e), the College shall notify the Union in writing and post notice of the position on the designated bulletin boards for a minimum of five (5) working days. At the same time, but not

prior to the above posting the College may advertise externally for applications.

- (b) An application from an internal candidate submitted after the five (5) day posting period will be included in the competition process whenever possible, but on the same basis as an outside applicant.
- (c) Appointments will not be made, nor applications from outside applicants considered, until all applications from internal employees have been fully processed, considered and the qualified applicants have been granted an interview. Consideration of the applications from outside applicants will also be deferred until all applicants from within the College have been verbally advised by the Vice President, Dean, or his designate, of the reason(s) for their unsuitability to fill the posted position. The applicants concerned may request that the reason(s) be given in writing.
- (d) When the above steps have been completed, external applications may be considered.
- (e) When a position of less than three (3) months duration is to be extended past the three (3) months, the College shall post the position. With the mutual agreement of the College and the Union, the posting may be waived.

14.02 Information in Postings

- (a) Such notice shall contain the following information:
 - nature of position,
 - qualifications, required knowledge, education and skills,
 - shift, wage rate and range,
 - the department of the College in which the position is available, and
 - whether the position is an established one and if so, the name of the incumbent.
- (b) Such qualifications, required knowledge, education and skills shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "this position is open to male and female applicants".

14.03 Role of Seniority in Promotions and Transfers

- (a) Both parties recognize:
 - 1. The principle of promotion within the service of the College;
 - 2. That job opportunity should increase in proportion to length of service;

Therefore, in making staff changes, transfers or promotions, due and

thorough consideration will be given to the following guiding factors: qualifications, required knowledge, education, skills, ability to perform the work and seniority. Where, in all other respects two candidates are deemed to be relatively equal, the candidate with the greatest seniority will be offered the position.

- (b) Appointments from within the bargaining unit shall be made within three (3) weeks of the ending of the posting period.

14.04 Internal Applications to Term Positions

To ensure the principle of opportunity and promotion within the employment of the College while also maintaining the existing levels of service provided by the College, any regular employee holding a position in pay bands 1 through 5 may apply for and be awarded a term position of three (3) months or greater. Upon completion [including extension(s)] and subsequent terms of the term appointment, the employee shall be returned to his regular position or to a comparable position. Such term appointments shall not interrupt the normal progress through the increment steps in the regular position.

At the College's discretion, based on requirements to maintain existing levels of service with minimal disruption, regular employees holding positions in pay bands 6 and higher may also be awarded term positions as described above.

14.05 Trial Period

- (a) A successful applicant from within the bargaining unit shall be placed on a trial period. This period will be two (2) months in length for all positions within pay bands 5 and lower, and four (4) months in length for all positions within pay bands 6 and higher. For those positions identified by the Joint Advisory Job Evaluation Committee as being entitled to learning curve recognition, there shall be a second trial period equal in length to the balance of time required for the employee to complete his/her customized training plan. The criteria for this second trial period shall be limited to the employee's successful completion of the training plan. The trial period for part-time employees shall be pro-rated.
- (b) Conditional on satisfactory service, the employee shall be declared appointed upon completion of the trial period. Satisfactory service includes ability to do the job following an appropriate familiarization period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he shall be returned to his former position and wage rate without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former

positions and wage rate and without loss of seniority.

- (c) Under special circumstances and with the mutual agreement of the College and the Union, the trial period in a position may be extended for a period not exceeding a further two (2) months.
- (d) Any leave from the position of longer than ten (10) consecutive working days during the trial period for sick leave, vacation or general leave of absence may extend the trial date by the length of that leave.
- (e) When an employee returns to the same position as that previously held within the last year, the time spent in the previous position shall be applied to the trial period.

14.06 Notification to Employee and Union

Within five (5) working days of the date of appointment to a vacancy or new position created, the name of the successful applicant shall be sent to each applicant and a copy posted on all appropriate bulletin boards. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

14.07 Interview Panels

When the College deems it necessary to interview applicants for any positions, an interview panel shall be formed. At no time shall any member of the interview panel be related to any applicant being interviewed. All interviews must be done by panels. The minimum composition must be the hiring manager/supervisor, a co-worker and a representative from another department. An interview panel will consist of not more than four (4) people. Additional people will require mutual agreement between the College and the Union. All applicants must be interviewed by the same panel comprised of the same members. All applicants shall receive the same questions in the interview and be rated in accordance with the guiding factors identified in clause 14.03(a).

15. LAYOFFS AND RECALLS

15.01 Layoff

Layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation.

15.02 Role of Seniority in Layoffs

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, PROVIDING that the retained employees are able to perform the available work.
- (b) The layoff process will occur in accordance with the Layoff/Recall Policy and Procedures. In no case may this policy override a right or condition outlined within this collective agreement.

15.03 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority, PROVIDING that they are able to perform the available work.
- (b) An employee on layoff may apply for any position posted during his layoff period with full confidence that his application will receive the same consideration as that provided for all internal applicants.
- (c) It shall be the responsibility of the employee to keep the College informed of his current address. An employee recalled for employment of less than one (1) month at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

15.04 Advance Notice

- (a) The College shall notify employees who are to be laid off for thirteen (13) weeks or less, twenty (20) working days prior to the effective date of the layoff. Notice of a layoff for longer than thirteen (13) weeks shall be according to the following schedule:

<u>Service</u>	<u>Notice Period</u>
4 years and less	20 days
5 years	25 days
6 years	30 days
7 years	35 days
8 years and longer	40 days

- (b) If the employee has not had the opportunity to work the full period after notice of layoff is given, he shall be paid in lieu of work for that part of the notice period during which work was not made available.

15.05 Severance Pay

An employee may choose to be paid severance pay at the time of layoff or at anytime within the two (2) year period following the layoff. When an employee chooses to accept regular employment made available under right of recall, or bumping action, any entitlement to severance pay is forfeited.

A regular employee who has elected severance pay rather than the right to recall shall be entitled to severance pay in a prorated amount equal to two (2) weeks pay for every year of service to a maximum of six (6) months pay. An employee electing severance pay will be deemed to have resigned and will have no further recourse to recall privileges.

16. **HOURS OF WORK**

16.01 **Work Day**

- (a) The regular work day shall consist of not more than seven (7) consecutive hours per day and not less than two (2) hours per day.
- (b) The regular work day for physical resources staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day.
- (c) When a change from the normal scheduled hours of work is required and that change alters the employees start time by more than one hour, the employee shall be given five (5) working days written notice of such change. If the five (5) working days notice is not possible, the employee shall receive payment at overtime rates for all hours worked outside the normally scheduled hours until the five (5) days have expired.
- (d) No employee shall be required to change his schedule against his wishes when other qualified employees, who have completed probation, are willing to work the required schedule. If the numbers willing to work the new schedule are insufficient, the new schedule will first be assigned to the junior qualified employees who have completed probation.
- (e) Only staff in Physical Resources and Computing Services may be required to work between 11:00 p.m. and 7:00 a.m.

16.02 **Work Week**

The regular work week shall consist of not more than five (5) consecutive days Monday to Saturday. However, staff working fourteen (14) hours or less per week may be employed to work on Sundays at regular rates of pay and overtime provisions.

16.03 **Rest Periods**

- (a) Employees working a shift of more than five (5) hours shall be entitled to a one (1) hour meal break without pay with a minimum meal break of one-half (½) hour.
- (b) Employees shall be entitled to a fifteen (15) minute rest period with pay as

follows:

- 3 - 5½ hour shifts - 1 rest period
- 6 - 7½ hour shifts - 2 rest periods

* A shift is exclusive of the unpaid meal break.

16.04 College Closure

Where the College declares an official closure due to an emergency or inclement weather, employees required to work during the closure shall be paid at the regular rate and receive equivalent time off at straight time, scheduled at a mutually agreeable time. Employees not required to work during the closure shall be paid according to their regular rates as though they were at work.

17. OVERTIME

17.01 Overtime Rates

Where conditions necessitate overtime and where the work is authorized and permission granted, such overtime will be paid for at the rate of time and one-half for the first two (2) hours in excess of the hours of a full-time employee Monday to Saturday and thereafter at double time. All work on the two (2) regularly scheduled days of rest each week and any hours worked beyond a normal full-time work schedule on statutory holidays shall be paid for at double time.

17.02 Time Off in Lieu of Overtime

Employees shall have the right to refuse to work overtime. Overtime entitlement may be accumulated. Time off in lieu of overtime shall be taken at a mutually agreed time no later than five (5) months following March 31st of the current fiscal year.

17.03 Call-out Provisions

- (a) Where an employee has left after his regular work day, and prior arrangements for him to work overtime have not been made and the employee is called back for work, he shall receive a minimum of three (3) hours overtime.
- (b) Where an employee has not left after his regular work day and is requested to remain after his regular working hours, or if prior arrangements have been made for his reporting back at a specific time, this call-out provision shall not apply.
- (c) One (1) hour of pay at regular rates shall be paid any employee, designated as an emergency contact by their supervisor, who receives an authorized work related inquiry while off shift. Applications for reimbursement under

this clause must be approved by the appropriate supervisor.

17.04 Overtime Breaks

All employees who are officially requested to remain at work for a period of three (3) hours or more beyond their regular working hours, shall receive a one-half ($\frac{1}{2}$) hour paid break at the applicable overtime rate. The break may be taken before or during the overtime period.

17.05 Rest Interval

An employee required to work overtime beyond his regular shift shall be entitled to ten (10) clear hours between the end of the overtime worked and the start of his next scheduled shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked on the next regular shift.

17.06 Sharing of Overtime

The supervisor will inform the work group of any overtime required and the qualified members of the work group will decide and advise the supervisor as to which of them will be performing the work.

Whenever possible, the supervisor will ensure that call-out opportunities are shared equally amongst all qualified employees.

18. SHIFT WORK

18.01 Shift Work Allowance

- (a) All employees shall receive an additional five percent (5%) above their normal rate of pay for those hours worked between 5:00 p.m. and midnight. An employee required to work a schedule which extends beyond 5:00 p.m. for more than two (2) days per week shall be entitled to receive the shift allowance on all hours after 3:00 p.m.
- (b) All employees shall receive an additional ten percent (10%) above their normal rate of pay for those hours worked between midnight and 7:00 a.m. An employee required to work a schedule which begins on or after 11:00 p.m. shall be entitled to receive the shift allowance on all hours worked between 11:00 p.m. and 8:00 a.m.

18.02 Rest Interval

An employee shall be entitled to ten (10) clear hours between the end of one shift and the start of the next shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked on the next shift.

19. HOLIDAYS**19.01 Paid Holidays**

- (a) The College recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal or Provincial Governments, and three (3) working days between Boxing Day and New Year's Day.

- (b) All employees who have been paid for fifteen (15) of the thirty (30) calendar days immediately preceding a statutory holiday and who continue to be employed on the first working day following a statutory holiday or the Christmas break shall be entitled to the appropriate holidays with pay. Recurring regular employees, returning from a layoff, shall not be required to work fifteen (15) days before being paid for subsequent holidays. Casual employees shall not be entitled to pay for the three (3) day Christmas break.

19.02 Compensation for Designated Holidays Falling on a Day of Rest

If any of the above-noted holidays occur on an employee's day of rest, then that day will be added to the employee's annual vacation entitlement or scheduled as time off at a mutually acceptable time.

19.03 Pay For Regularly Scheduled Work on a Designated Holiday

An employee who is required by the College to work on a designated holiday shall be paid at the rate of time and one-half plus another day off with pay at a time acceptable to the College.

20. ANNUAL VACATIONS**20.01 Annual Vacation Entitlement**

- (a) All employees shall be entitled to an annual vacation in each year of service to the College as follows:

- (i) Fifteen (15) working days per annum during the employee's first five (5) years of continuous service or six percent (6%) of gross pay per annum.
 - (ii) Twenty (20) working days per annum after the employee's fifth (5th) year of continuous service or eight percent (8%) of gross pay per annum.
 - (iii) One (1) additional working day for each year of continuous service over ten (10) years up to a maximum of five (5) such additional days.
 - (iv) Thirty (30) working days after twenty-five (25) years of continuous service or twelve percent (12%) of gross pay per annum.
- (b) Employees who are entitled to an annual vacation of at least fifteen (15) working days will be required to take two (2) continuous vacation periods of at least five (5) days each in duration each year.
 - (c) For purposes of calculation, vacation adjustments will occur on January 1st of each year. Employees who work less than twelve (12) months each year may be paid vacation pay at the appropriate percent rather than receive days. Upon termination, adjustments for unused or over-used vacation entitlement will be made to final salary.
 - (d) The College recognizes the period April 16th to August 15th as prime vacation time. All vacations will be scheduled by mutual agreement in writing between the employee and the College. Such agreement shall not be unreasonably withheld.
 - (e) Employees engaged on a part-time basis shall be entitled to annual vacation entitlement on a prorata basis.
 - (f) All employees shall be entitled to a one time long service vacation after the tenth (10th), fifteenth (15th) and twentieth (20th) year of service to the College of five (5), ten (10) and fifteen (15) working days respectively. All long service entitlement vacations must be taken before the employee's next anniversary date, taken all at one time and at a time mutually acceptable to the employee and the College.
 - (g) Employees on paid leaves for sickness and/or workers' compensation will earn vacation entitlement only on the first six (6) months of the leave.

20.02 Vacation Carry-over

- (a) Employees with an annual vacation entitlement of nineteen (19) days or

less may, with the approval of the College, carry over up to thirty-three percent (33%) of their annual vacation entitlement into the next complete calendar year. Employees with an annual vacation entitlement of twenty (20) days or more may, with the approval of the College, carry over up to fifty percent (50%) of their annual vacation entitlement into the next complete calendar year. A carry-over of unused vacation up to the maximum allowable under this clause will be processed each January 1st without written application from the employee.

- (b) Any vacation carried over must be used in the calendar year following the year in which the vacation was accumulated.
- (c)
 - (i) Each February, the College or designate shall notify the employees in their department of their annual vacation entitlements. Employees will also be notified in October of any unused vacation remaining.
 - (ii) Where the College or designate directs the employee to work, such that the employee is unable to take his full vacation entitlement, the remaining entitlement will be carried forward to the following year. By mutual agreement, such vacation entitlement may be converted to additional pay.

20.03 Vacation Schedules

Vacation schedules, once approved by the College, shall not be changed other than in cases of emergency, except by mutual agreement in writing between the employee and the College. Where necessary, vacation time schedules shall be determined in order of seniority.

20.04 Vacation Pay

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than his regular position for a majority of the sixty (60) working days preceding his vacation, in which case he shall receive the higher rate.

20.05 Approved Leave of Absence With Pay During Vacations

In cases where an employee is bedridden due to illness of three (3) or more days during his vacation period, the period of vacation so displaced may be taken at a mutually agreed upon alternative time. A request for such replacement vacation time must be supported by a certificate from a medical practitioner.

20.06 Compensation for Holidays Falling Within Vacation Schedules

If one or more paid holidays fall or are observed during an employee's vacation period, compensating day(s) shall be allowed at a time designated by the employee.

21. SICK LEAVE PROVISIONS**21.01 Sick Leave Entitlement**

- (a) A full-time, regular or term employee shall be paid during periods of absence from work due to sickness or disability. The maximum payment that can be made during such absence before calling on the sick bank is determined by a formula that provides one and one-half (1½) days for each month of service in which pay was received for at least ten (10) days up to a maximum accumulation of two hundred fifty (250) days. Part-time employees shall be covered on a prorated basis. Where an employee is absent from work under the provisions of this article, he shall receive his regular rate of pay for a maximum period equivalent to his accumulated sick leave.
- (b) Probationary employees will be credited for sick leave and may use the credit in the manner shown above, but must pay back, either in holidays or rate of pay, if the probationary employee resigns or is terminated.

21.02 Sick Bank

- (a) A Sick Bank has been established and shall be controlled by the Union. For the year 1977/78 each employee contributed one (1) day of their accumulated sick leave to be used for the benefit of employees whose regular sick leave has been expended. In succeeding years the employee shall contribute such days as may be set by the Union. In no event shall the Sick Bank have more than four hundred (400) days accumulated.
- (b) Benefits may be granted on the recommendation of the Executive of the Union according to the following schedule, PROVIDED sufficient days are on credit in the fund:

During 2nd year of employment	6 days
During 3rd year of employment	8 days
During 4th year of employment.....	10 days
During 5th year of employment	12 days
After completion of 5 years' service.....	14 days
- (c) During the first year of employment, employees may borrow up to six (6) days for emergency, but days used must be paid back in the following year, either in sick leave, vacation time or monetary value.
- (d) An employee who has drawn from the Sick Bank may not begin to accumulate sick leave until he has repaid the Sick Bank one-third (⅓) of the amount, rounded to whole numbers, which he has drawn from the Sick Bank.
- (e) Additional days may be granted at the discretion of the Labour/Management Cooperation Committee.

- (i) Employees who anticipate that they will exhaust their sick leave benefits may be eligible for Employment Insurance benefits. Employees are responsible for applying for these benefits.
- (ii) The Labour/Management Cooperation Committee may grant additional days until such time as the employee becomes eligible to collect Employment Insurance benefits.

21.03 Employees to Inform College

The employee shall make every reasonable effort to inform his immediate supervisor or his divisional secretary as soon as possible of his inability to report to work because of illness or injury.

21.04 Sick Leave Report

The College may request documentation from a qualified medical practitioner when returning to work following a sick leave absence of more than four (4) working days. The College may also request a report from a qualified medical practitioner when it appears that a pattern of absence is developing.

21.05 Family Illness

In the case of illness of a member of the immediate family of an employee, as defined in Clause 22.04, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying her supervisor, to use annual sick leave entitlement up to a maximum of three (3) days at any one time for this purpose.

21.06 Deduction of Sick Leave

All absences from work of one (1) hour or greater on account of illness or injury shall be charged against an employee's sick leave credits. There shall be no charge against an employee's sick leave when his absence is for less than one (1) hour.

21.07 Disability Insurance

Should a single illness exceed ninety (90) days in duration, an eligible employee, as described in Clause 26.06, must apply for disability insurance benefits in accordance with the terms of the plan.

21.08 Ineligible For Sick Leave

An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay (other than maternity leave), under suspension, on strike, on layoff or locked out.

21.09 Sick Leave Records

Upon request an employee shall be advised of the balance of his sick leave credits.

21.10 Medical and Dental Appointments

An employee shall consult with his supervisor in arranging for medical and dental appointments. If necessary, proof of an appointment shall be given to the employee's supervisor. Every effort shall be made to arrange appointments so as not to conflict with regular working hours. Time off of less than one (1) hour for appointments shall not be deducted from an employee's pay or sick leave credits. If the time off is more than one (1) hour, the additional time off shall be deducted from an employee's pay or sick leave credits. All time off for family members' appointments shall be deducted from an employee's pay or sick leave credits. Medical appointments shall include appointments with psychologists, chiropractors and physiotherapists.

When there are a series of medical or dental appointments or treatments are required, the scheduling of such appointments/treatments must be done in consultation with the supervisor prior to the start-up of the series.

21.11 Travel Time For Medical and Dental Care

- (a) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre.
- (b) The College may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available in the Capital Regional District.

21.12 Payment for Unused Sick Leave on Retirement

Employees with ten (10) or more years of service shall be entitled to receive either a cash payment or to use the sick leave to retire early to a maximum of fifty percent (50%) of the accrual upon reaching retirement age (as defined in the Pension (Municipal) Act based on the employee's average rate of pay as defined in the pension act. Calculation of the duration of the early retirement period shall be based on the sick leave accrual placed against the current salary rate and the College shall pay all usual benefits.

22. LEAVE OF ABSENCE**22.01 For Union Business**

- (a) The Union will provide in advance a list of all members authorized to conduct Union business. Such leave will be for, but not limited to, reactive responses to grievances, attendance at meetings of College committees, participation in negotiations and arbitrations.
- (b) Not more than three (3) officers and Union representatives on joint committees shall be entitled to leave their work during working hours in order to carry out their responsibilities directly relating to the work situation at the College, except for Education Council, grievance and negotiating committees which may have up to four (4) representatives from the Union.
- (c) Wherever possible, the requirements for time off shall be scheduled by the Union officer or representative to occur during slower work periods so as to minimize the disruption to the College's operation.
- (d) Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. Time taken as leave from the job under this clause will not be required to be made up.
- (e) Time off with pay, at Union expense, shall be granted to delegates of the Union to participate in Union activities. Application for approval of such leave shall be made to the Dean, Employee Support and Development at least ten (10) working days prior to the intended leave whenever possible. Approval will normally only be granted to one member of any College service area at any one time unless staffing allows for greater representation. The College will invoice the Union for total salaries and benefits paid in respect of the time the employees were away on Union business no earlier than the first day of the month following the month when the leave was taken.

22.02 Jury Duty or Court Witness

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Providing that the employee concerned deposits with the College any pay received, other than expenses, no deduction in salary shall be made for such absence.

22.03 Compassionate Leave

In the case of a life-threatening emergency within the immediate family that requires an employee's attendance, the employee shall be entitled, after notifying her Dean or Vice President as appropriate, to use annual sick leave entitlement up to a maximum of five (5) days at any one time for this purpose.

22.04 Bereavement Leave

An employee may be granted up to five (5) regularly scheduled consecutive work days, and under exceptional circumstances, additional time without loss of wages or benefits in the case of the death of a parent, spouse, common-law spouse, fiancé, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relative who has been residing in the same household.

22.05 General Leave

The College may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause provided that the employee has used all but five (5) days of his vacation entitlement. Such requests are to be made in writing to the Dean, Employee Support and Development. Approval will normally be granted following consultation with the employee's immediate supervisor and division director. An employee returning to work after leave of at least one (1) month, shall provide the College with at least four (4) weeks notice of their intention to return.

22.06 Maternity Leave

(a) Maternity Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the College with at least four (4) weeks notice and on return from maternity leave the employee shall be reinstated in all respects by the College in the position previously occupied by the employee or in a comparable position and with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(b) Employment During Pregnancy

The College shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The College may require proof of the employee's capability to perform her normal work through the production of a medical certificate.

(c) Length of Maternity Leave

Maternity leave shall cover a period up to six (6) months before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave as per Clause 22.04 may be granted where additional leave is required because of the health of the newborn child.

(d) Employment Status

1. While on maternity leave an employee shall retain and accumulate her full employment status in connection with the seniority provisions.
 2. The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the College shall continue to make payment to the plan in the same manner as if the employee were not absent where:
 - (i) The College pays the total costs of the plan; or
 - (ii) The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the College and the employee.
- (e) While on maternity leave, an employee may access paid sick leave entitlements upon presentation of a medical certificate from a qualified medical practitioner.

22.07 Paternal Leave

If necessary, an employee shall be entitled to two (2) days paternal leave with pay during the first three (3) months following the birth or adoption of a child.

22.08 Adoption Leave

- (a) Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.
- (b) The College shall maintain its contribution to existing benefits as requested by the employee for the adoption leave period.

22.09 Parental Leave

- (a) Upon four (4) weeks written notice and submission of a medical certificate, an employee is entitled to a leave of absence without pay, and with continued accrual of seniority, for up to twelve (12) weeks for the mother (following eighteen (18) weeks of maternity leave) and up to six (6) months for the father, in order to spend time with a new child.

The leave must begin:

- (i) for the mother - following eighteen (18) weeks of maternity leave

under Clause 22.06;

- (ii) for the father - within fifty-two (52) weeks of the child's date of birth.

(b) Return from Leave

On return, an employee shall be reinstated in all respects in the position previously occupied or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(c) Benefit Plans

The College shall continue to make payments to the benefit plans in the same manner as if the employee were not absent where:

- (i) the College pays the total costs of the plan; or
- (ii) the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the College and the employee.

(d) Additional Leave

Where the newborn child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee shall be entitled to an additional period of parental leave of up to five (5) weeks.

22.10 Education Leave

When the College requests an employee to take a course, the employee shall be granted time off with pay to attend course lectures and to write examinations and shall be reimbursed by the College for course fees and other approved costs.

22.11 Leave of Absence For Full-Time Union or Public Duties

- (a) If nominated as a candidate for election, an employee shall be granted leave without pay to engage in the election campaign. If not elected, the employee shall be allowed to return to his/her position at the College.
- (b) If elected, the employee shall be granted, upon written request, leave of absence without pay as follows:
 - (i) An employee elected or appointed to a full-time position with the Union or any body which the Union is affiliated shall be granted leave of absence from her current position without loss of seniority for a period of up to two (2) years. Leave from her current, or equivalent position, shall be extended for up to two (2) additional years on request during her elected term of office.

22.12 Staff Development Fund

- (a) A budgetary item equal to three-quarters of one percent (.75%) shall be set aside annually. Twenty percent (20%) of the fund will be used to sponsor College-wide in-house group courses. The balance of the fund is to be used to:
 - 1. Pay employees granted leave at full or part salary,
 - 2. Supplement outside funds and/or cover a portion of the non-salary costs associated with approved programmes, including exchanges within the College or other organizations.
- (b) The Labour/Management Committee shall receive and review all requests for use of staff development funds and shall direct the Director of Financial Services in the allocation of the funds. The committee shall establish guidelines for the administration of the staff development programme. Time spent in activities approved under this article is not eligible for overtime entitlements. Reclassification of positions shall not be affected by skills developed by employees through participation in an approved staff development programme.

23. PAYMENT OF WAGES AND ALLOWANCES**23.01 Pay Days**

The College shall pay salaries and wages bi-weekly in accordance with schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

23.02 Equal Pay For Equal Worth

Employees shall receive equal pay for work of equal value.

23.03 Rate of Pay on Promotion

When an employee is promoted, consistent with Article 14, to another classification and such promotion would not otherwise result in any increase in salary at the time, such an employee shall be placed in an increment step in his new classification which will provide an immediate increase over his previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

23.04 Payment For Temporary Relief in Higher Category

When an employee is assigned in writing to temporarily relieve in or perform the

principal duties of a higher pay position that employee shall be paid at the following rate:

- (a) For relief within the bargaining unit:
 - (i) The higher of seven and one-half percent (7½%) of his current rate of pay or the salary for Step A of the appropriate pay grade for the position.
 - (ii) When the higher pay position is to continue for a period longer than three (3) months, it shall be considered a term position and be posted. With mutual agreement from the College and the Union the relief assignment may be extended without a posting.
- (b) For relief outside the bargaining unit:
 - (i) Fifteen percent (15%) higher than his current rate of pay and no overtime entitlement can be accumulated during the relief period.
 - (ii) When the higher pay position is to continue for a period longer than six (6) months, it shall be considered a term position and be posted. With mutual agreement from the College and the Union, the relief assignment may be extended beyond six (6) months without a posting and shall then receive thirty percent (30%) higher than his current bargaining unit rate of pay.

23.05 Special Additional Pay

- (a) Where designated, the following added payment will be made over the incumbent's base rate of pay:
 - First Aid Certificate (Level 2 or Level 3)
(Workers' Compensation Board) \$0.81/hour
as of November 30, 1997 \$0.82/hour
- (b) In the Maintenance Department, the following added payments will be made over the incumbent's base rate of pay:
 - B.C. Stationary Engineer's
Certificate - Fourth Class or
Journeyman Trades Certificate \$0.66/hour
as of November 30, 1997 \$0.67/hour
- (c) Where and when required, and processed on time sheets when used, the following added payments will be made over the incumbent's base rate of pay. A full day of added payment will be made for any day during which pesticide application occurs:
 - Pesticide Certificate \$0.66/hour
as of November 30, 1997 \$0.67/hour
- (d) The above noted hourly rates shall be increased by the average percentage increase reflected in the attached schedules when they come into effect.

23.06 Increment Step Progression

An employee shall progress from pay step A to pay step B on the completion of six (6) (full-time equivalent) months of service in the same position. Progression from pay step B to pay step C shall occur on the completion of a further six (6) months of (full-time equivalent) service in the same position. Progression from pay step C to pay step D shall occur on the completion of a further twelve (12) months of (full-time equivalent) service in the same position. Service is defined as any employment period when the employee is actually working.

23.07 Recognition Salary Step

A special recognition step, equal in value to Step C of the next highest pay grade, will be awarded to employees who have completed five (5) years of service in the same position without any change in pay grade. Awarding of this step is subject to a satisfactory evaluation in the fifth year of service.

Temporary changes in pay grade resulting from employees accepting term assignments shall not be considered as a change in pay grade for the purposes of this clause when the employee's original position is retained for him under the provisions of Clause 14.04; however, the service time accrued during the term assignments shall not constitute service time for the purpose of obtaining this special salary placement.

24. JOB DESCRIPTIONS AND JOB EVALUATION PLAN**24.01 Job Descriptions and Classifications**

- (a) Each job classification shall have a recognized job description. All job descriptions will be reviewed in accordance with the procedures adopted by the Joint Advisory Job Evaluation Committee.
- (b) The description of a job shall reflect the general details considered necessary to describe the principal functions and requirements of the job and shall not be construed as a detailed description of all of the functions and work requirements that may be inherent in the job.
- (c) Existing job descriptions shall not be eliminated or changed without notification to the Joint Advisory Job Evaluation Committee.
- (d) Whenever possible job descriptions will be prepared by the supervisor in consultation with incumbent(s). The College shall establish the necessary education and experience requirements of the position. Such requirements shall be fair and reasonable in line with the duties to be performed.

24.02 Job Evaluation

- (a) Establishment of a Joint
Advisory Job Evaluation Committee

A Joint Advisory Job Evaluation Committee shall be established and consist

of two (2) representatives of the College and two (2) representatives of the Union. The College shall provide the necessary secretarial and support functions to ensure meetings are held, minutes and agendas are compiled and that necessary documentation is distributed.

(b) Disagreement on Job Content

When the incumbent, supervisor and/or Dean or Vice President, as appropriate, cannot reach agreement on any aspect of job content, or when disagreements arise during the job analysis procedures, such disputes are not the responsibility of the Job Evaluation Committee and must be resolved before the job evaluation process is undertaken. Disputes over job content may be referred to the Labour/Management Cooperation Committee. If the dispute is not resolved within three (3) weeks, it shall be referred to the grievance procedure as provided for in Article 10. This time limit may be extended by mutual agreement of the parties in writing.

(c) Functions of Committee

1. The committee's function shall be to review changes to the principal functions and requirements of an existing job or the principal functions and requirements of new positions created within the bargaining unit by measuring the content of the jobs. The content is defined as the knowledge, skill, responsibility, effort, working conditions and other elements of each job or position. It is the jobs or positions alone that are compared without regard to the individuals or the personal performance of the incumbents filling the occupations.
2. The committee shall provide advice to the College for implementing the entire job evaluation plan including:
 - (i) Amending concise job descriptions for each job within the bargaining unit;
 - (ii) Evaluating each job based on a questionnaire completed by the incumbent(s) and supervisor, according to the Camosun College Job Evaluation Manual.

24.03 Disagreement on College Action

In cases where the College does not implement the recommendation of the committee or when the Committee is not able to reach agreement, the Union reserves the right to refer the matter to the grievance procedure in accordance with Article 10.

24.04 Rate of Pay on Revaluation

On revaluation of any employee's position to a higher pay group, the employee shall move to the next highest rate of pay on the grid or to the same increment step to a maximum of Step D in the pay group to which the employee has been reevaluated, whichever is the higher pay amount. No employee as a result of job evaluation or revaluation shall suffer loss of pay or loss of rights to wage increases by means of normal increment steps, negotiation wage increases or stipends. The anniversary date for increments shall remain the same as before revaluation for that employee.

25. **NEW POSITIONS OR CHANGED DUTIES**

25.01 Revision of Job Descriptions or Addition of New Positions

The College may change the principal functions and requirements of an existing job or it may add new positions. The College shall propose a revised job description and/or point evaluation for the new or changed position and shall submit same to the Joint Advisory Job Evaluation Committee for evaluation. The committee shall meet within two (2) weeks to review the proposed change(s). When it is mutually agreed that the posting process needs expediting, the College may post the new, or substantially altered position with a draft job description and/or an estimated point evaluation, subject to the subsequent evaluation of the Committee. Any resulting change in evaluation or pay grade shall be effective from the date the College revised the job or added the new position, as the case may be.

25.02 Union May Claim Change in Job Content

If the Union claims that the duties of an existing job have been changed to an extent sufficient to alter the description and/or the evaluation or pay grade of the job, the Union may request the Joint Advisory Job Evaluation Committee to review the submitted questionnaire. The committee shall meet within two (2) weeks to perform this review. The date of retroactivity for any changes in pay grade will be the date the questionnaire was signed by the employee.

25.03 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

26. GROUP BENEFITS**26.01 M.S.P. and Extended Health**

All regular and term employees with a continuous employment period of one (1) month or longer shall be covered by the Medical Services Plan and Extended Health Benefit Plan. The College shall pay one hundred percent (100%) of the premium for the Medical Services Plan and one hundred percent (100%) of the premium for the Extended Benefit Plan. In the case of part-time employees, the College share of premium costs shall be reduced and prorated. Coverage shall commence on the first day of the month following commencement of employment.

26.02 Dental Plan

For full-time employees, the College shall pay one hundred percent (100%) of the premium costs of a dental services plan. In the case of part-time employees, premium costs will be shared on a prorated basis. The plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A of C.U. & C. materials, seventy-five percent (75%) of costs for items under Plan B of C.U. & C. and fifty percent (50%) for items listed under Plan C of C.U. & C to a maximum of \$2,000. Each regular employee who has one (1) year of service or longer is eligible to participate in the plan. Participation in the plan by all eligible employees with appointments of half-time or more shall be a condition of employment unless the employee is covered by another plan. Participation in the plan by eligible employees with appointments of less than half-time shall be optional.

26.03 Workers' Compensation

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave at his regular rate of pay up to a maximum of six (6) months per claim. An employee shall continue to accrue seniority and shall be maintained on College paid benefit plans during the leave. Vacation and sick leave shall be earned during the first six (6) months of the leave only.
- (b) If an employee requires further leave due to a Workers' Compensation claim he shall apply for leave under the provisions of Clause 22.04, general leave. Further leave will be granted as leave of absence without pay and the employee will not accrue sick leave or vacation during the leave. Compensation payments from the Workers' Compensation Board will be sent directly to the employee. All employee benefit premiums normally paid by the College shall continue during this leave.

26.04 Group Life Insurance

The College shall pay one hundred percent (100%) of the premium costs of a

group life insurance policy which provides for the payment of twenty-five thousand dollars (\$25,000.00) on the death of an employee. Each regular employee with an appointment of half-time or more, following completion of the probationary period, is eligible to participate in the plan.

Participation of eligible employees shall be a condition of employment. Premiums for part-time employees will be shared on a prorated basis.

26.05 Municipal Superannuation Plan

All full-time employees shall participate in the Municipal Superannuation Plan upon completion of the probationary period. Part-time employees who have passed a probation may participate in the plan upon application to the Employee Support and Development Office.

26.06 Long Term Disability Insurance

- (a) Each employee shall pay all the costs of a group disability insurance plan which provides for a monthly income benefit of sixty-six and two-thirds percent (66⅔%) of an employee's gross monthly salary which shall not exceed approximate normal take home pay as calculated by the insurance carrier based on an employee's ability to perform all of the required functions of his/her own occupation. Administrative costs of this plan shall be borne by the College.
- (b) For the length of time that the disability carrier covers an employee's disability claim under "own occupation" protection, an employee shall accrue seniority, retain the right to return to the same or equivalent position, and shall be entitled to all rights and benefits under this collective agreement. All employee's benefits, including pension, shall be paid by the College while the employee is disabled. Employees no longer covered by the "own occupation" protection (normally a maximum of two (2) years) shall no longer accumulate seniority, be eligible to participate in College benefit plans, or have a position saved for them at the College. Pensionable service time will continue to accrue in accordance with the Municipal Pension Act.
- (c) An employee who is no longer deemed disabled under the provisions of the disability income maintenance programme shall be placed in his/her former position with the College or equivalent, provided medical evidence indicates he is able to perform the work. An employee who is no longer receiving Long Term Disability benefits, but who is not able to return to his former position (or equivalent), will maintain internal status for a period of one (1) year for purposes of applying for posted vacancies and staff development funds only. In order to assist such an employee in a retraining process, the Labour/Management Cooperation Committee may exceed the individual maximum funding allowed under the staff development guidelines. This may include funding for career counselling.

By mutual agreement between the College and the Union, a posting may be waived to allow such an employee to be placed in a position for which she is qualified.

- (d) Each regular employee with an appointment of half-time or more who has one (1) year of service or longer is eligible to participate in the plan. Participation of eligible employees shall be a condition of employment.

26.07 Benefit Manuals

The College shall provide to all employees a manual outlining the provisions of the College benefit plans. These manuals shall be updated as required.

26.08 Payment of Benefits on Annual Layoff

For regular appointments, the College will continue to pay for all employee benefit premiums normally paid by the College for up to five (5) months during scheduled layoffs each year.

26.09 Eyewear Coverage

The College will provide eye care option coverage of two hundred dollars (\$200.00) every twenty-four (24) months for all employees in the Extended Health Benefit Plan.

27. **HEALTH AND SAFETY**

27.01 Cooperation and Safety

The Union and the College shall cooperate in improving work procedures, equipment and methods to ensure that potential hazards are identified and controlled. The Union and the College shall also cooperate in improving rules and practices which will provide adequate protection to all employees.

27.02 Union-College Health and Safety Committee

The College shall establish a College Health and Safety Committee comprised of representatives of college management and employee groups. Committee membership shall include not less than three (3) representatives from CUPE Local 2081. The College shall endeavour to include one first aid attendant from each College campus on the committee.

27.03 Health and Safety Committee Pay Provisions

- (a) The Health and Safety Committee shall meet regularly at least once each month. In addition, the committee shall hold meetings as requested by the Union or by the College to deal with all unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal College hours of operation. Representatives of the Union shall suffer no loss of pay for

attending such meetings, jobsite inspections or accident/incident investigations.

- (b) Time spent by designated committee representatives attending Health and Safety meetings held on their days of rest shall receive equivalent time off at straight time. As required, Union designated committee representatives shall be allowed one (1) hour preceding meetings to prepare documentation or reports.
- (c) Time spent by designated committee or Union Health and Safety representatives to attend to related business, as directed by the Health and Safety Committee, on their days of rest or outside regular scheduled hours of work shall receive equivalent time off at straight time.
- (d) For the purpose of calculating time spent by designated representatives in (b) and (c) above, travel time between campuses and to respond to emergency situations shall be included.
- (e) Copies of minutes of all committee meetings shall be sent to the College, those involved in the Health and Safety program, the nearest Workers' Compensation Board office, the Ministry of Education, Skills and Training, the College posting boards and to the Union.

27.04 Duty to Report Unsafe Conditions

Any employee shall report unsafe working conditions to her supervisor or the Director, Physical Resources and/or to the Health and Safety Committee. All members of the Health and Safety Committee have the duty to advise the College management of any work considered unsafe or hazardous. The Committee may, at its discretion, order tests or studies to determine safety conditions.

27.05 Right to Refuse Unsafe Work

An employee may refuse to perform work she considers to be unsafe. Such employee must immediately report the unsafe condition to her supervisor. The supervisor shall call in two members (one of whom will be a CUPE member) of the campus Health and Safety Committee to review and decide on the safety of the situation and any corrections required. The employee shall not lose pay, benefits or seniority, or be faced with any disciplinary action for refusing to perform duties which are considered to be unsafe or hazardous until corrected or reviewed. The College shall not assign any other employees to perform the work assignment in dispute.

27.06 Video Display Terminal

Employees who are required to regularly work directly with video display terminals (VDTs) shall do so under the following conditions:

- (a) Employees who operate VDTs on an ongoing basis shall have a ten (10)

minute reassignment of duties away from the VDT after each hour of continuous operation. Continuous operation shall be defined as operation of the terminal without interruption from members of the public, the need to consult with supervisors, the need to access student paper files and other similar activities.

- (b) A pregnant employee who uses VDT equipment or is exposed to chemicals not proven safe for pregnancy may assume alternate available work for which she is qualified, or elect to take an unpaid leave of absence. An employee assuming alternate work shall be paid at the step between A and D of the pay grade of the new assignment that results in the least loss of pay but shall maintain the benefit plans associated with the previous assignment.
- (c) The College shall make every reasonable effort to:
 - (i) ensure the new VDTs have adjustable keyboards and screens;
 - (ii) minimize lighting glare;
 - (iii) arrange for an annual test for radiation or harmful emissions;
 - (iv) comply with the Workers' Compensation Board publications entitled "Guidelines for Video Display Terminal Workplaces" and "Working with Video Display Terminals".

27.07 Protective Wear

- (a) The College shall provide adequate rainwear for employees in the grounds and maintenance departments.
- (b) The College shall provide regular employees who work in tool-cribs, grounds, shipping/receiving and maintenance, with adequate safety footwear up to a non-accumulative maximum of one hundred and twenty dollars (\$120.00) annually, plus taxes.

27.08 Emergency Evacuation Procedure

The College will include, as part of its employee orientation program, information on emergency evacuation procedures. Periodic drills shall be held to ensure awareness of the availability of emergency means of escape.

27.09 First Aid Services

When an employee is designated to be a College First Aid Attendant, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the College. Leave to take the necessary courses shall be granted with pay.

28. TECHNOLOGICAL AND OTHER CHANGES

28.01 Advance Notice

Three (3) months before the introduction of any technological change or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the College shall notify the Union of the proposed change.

28.02 Consultation

Any such change shall be made only after the Union and the College have reached agreement on such change through collective bargaining.

28.03 Grievance Process

Where the Union feels that an employee(s) rights under this collective agreement have been violated, the matter shall be referred to the grievance procedure.

28.04 Transfer Arrangements

An employee who is displaced from his job by virtue of technological change or technological improvements will be given the opportunity to fill other vacancies according to seniority and ability, and shall not suffer loss of pay or loss of rights to wage increases by means of normal increment steps, negotiated wage increases or stipends. The anniversary date for increments shall remain the same as before the displacement.

28.05 Training Benefits

- (a) In the event that the College should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the College, be given a period of time agreed upon by the College and the Union to perfect or acquire the skills necessitated by the new method of operation.
- (b) The expense of the College means:
 - (i) A time that is mutually convenient to the College and the employee;
 - (ii) Overtime, if time is not available during regular working hours.

28.06 No New Employees

No additional employees shall be hired by the College until the employees already working have been notified of the proposed technological or other change and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

29. **JOB SECURITY**

29.01 **Contracting Out**

The College reserves the right to enter into any contract to carry out work which the staff in the bargaining unit are incapable of handling.

30. **GENERAL CONDITIONS**

30.01 **Proper Accommodation**

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

30.02 **Bulletin Boards**

The College shall provide designated bulletin boards which shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 **Parking**

Wherever the College absorbs the cost of parking for other employees, this same privilege will be extended to support staff employees.

30.04 **Pyramiding**

- (a) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the combined hours of service in the positions will be considered for the purposes of seniority calculations (to a maximum of seven (7) hours per day, seven and one-half (7½) for physical resources staff), layoff and recall, sick leave entitlement, eligibility for benefits (provided the appointments are all of the employment status required to achieve eligibility for such benefit), and the proration of benefit premiums.
- (b) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the employee cannot compound the positions held or their related work hours for purposes of claiming entitlement to overtime, changes in employment status, shift premiums, overtime compensations, call-out compensation and the scheduling of vacation or JAJEC hours.

- (c) Where a CUPE bargaining unit member also holds a position(s) with the College that is not within the scope of the certification granted to the Union, the employee cannot compound the positions held or their related work hours for any purpose. An employee will not be required to pay CUPE union dues or assessments on any hours worked in positions outside the certification granted to the Union.

30.05 Indemnity

Except where a joint Union-College committee considers that there has been flagrant or wilful negligence on the part of an employee, the College agrees not to seek indemnity against an employee whose actions result in a judgement against an employee arising out of the performance of his duties. Furthermore, the College agrees to pay any judgement against an employee arising out of the performance of her duties and also agrees to pay any legal costs incurred in the proceedings.

30.06 Crossing of Picket Lines During Strike

- (a) The College shall not request, require or direct employees within this bargaining unit to perform work during legal strikes that would normally have been carried out by those on strike. Nor shall the employee be required to cross any picket line legally established under the Statutes of British Columbia.
- (b) Both parties agree to attempt to obtain a permit from the striking union for permission to provide emergency service where and when required.

30.07 Employee Appraisals

Where an appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. The form shall provide for the employee's signature in at least two (2) places, one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall have the right to respond in writing to any specific point. This response shall become a part of the appraisal. The employee shall receive a copy of the appraisal. Employee appraisals shall not be used to establish or further discipline nor shall they be admissible in an arbitration for that purpose.

30.08 Union Office

The College will endeavour to provide suitable office space to the Union.

31. COPIES OF AGREEMENT

31.01 Copies of Agreement

The College shall produce sufficient copies of this Agreement in booklet form as soon as possible after completion of this Agreement.

32. **GENERAL**

32.01 Plural, Masculine or Feminine Terms May Apply

When the singular or masculine or feminine is used in this Agreement, it shall be considered as if the plural or masculine or feminine has been used where context of the party or parties hereto so require.

33. **TERM OF AGREEMENT**

33.01 Agreement Period

This Agreement shall be binding and remain in full force and effect from the 1st day of April 1996 to the 31st day of March 1998 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

33.02 Adherence

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of the Agreement during the period of bona fide collective bargaining.

33.03 Retroactivity

All revisions to this collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Seal of the College has been hereunto affixed, attested by the hands of its proper Officers in that behalf, and has been executed by the duly authorized Officers of the Union the day and year first above written.

THE SEAL of CAMOSUN COLLEGE was	]	SIGNED by the President and
hereunto affixed by and in the	]	Secretary of the CANADIAN UNION
presence of:	]	UNION OF PUBLIC EMPLOYEES,
	]	LOCAL NO. 2081
	]	
	]	
_____	]	_____
Bursar	]	President
	]	
	]	
_____	]	_____
Chairman	]	Secretary

*MW
opeiu #491

APPENDIX "A"

JOINT JOB EVALUATION - IMPLEMENTATION

SECOND LANGUAGE STIPEND

Individuals in positions identified by the Joint Advisory Job Evaluation Committee as requiring the knowledge and regular use of a second language shall receive a stipend of three percent (3%) of their regular hourly rate.

This stipend shall be phased in as follows:

One percent (1%)	August 30, 1993
One-half percent (0.5%)	April 1, 1994
One and a half percent (1.5%)	January 1, 1995

TEACHING STIPEND

Individuals in positions identified by the Joint Advisory Job Evaluation Committee in their report of June 2, 1993 (attached) as containing a teaching component, and any further positions identified by the Committee as meeting the criteria, shall receive a stipend of three percent (3%) of their regular hourly rate. An additional rate of twelve dollars (\$12.00) per hour will be paid on submission of timesheets for any hours beyond one hundred and four (104) in a teaching year. Any assignment involving teaching in excess of three hundred and twelve (312) hours per year shall require mutual agreement of the parties. For purposes of this calculation, the teaching year shall be defined as September 1 to August 31.

The three percent (3%) stipend shall be phased in as follows:

One percent (1%)	August 30, 1993
One-half percent (0.5%)	April 1, 1994
One and a half percent (1.5%)	January 1, 1995

PAY STEPS

The parties agree to give the pay steps issue fair consideration based on the principle of "equal pay for work of equal value" at the next full round of bargaining.

TEMPORARY PAY DIFFERENTIALS OF FIFTEEN PERCENT (15%) AND EIGHT PERCENT (8%)

Those employees receiving a temporary pay differential of eight percent (8%) or fifteen percent (15%) and who do not clearly meet the conditions of Clause 23.04, which has resulted in a salary higher than their new pay grid placement, will be frozen at the old rate until such time as it is equal to the new grid rate. They will then transfer to the new grid and be eligible for all subsequent increases.

Appendix "A" - Job Evaluation continued

The employees identified for review are:

Fifteen percent (15%) pay differential: Eight percent (8%) pay differential:

B. Stackhouse
D. Crowther
B. Wright
W. Schmidt
P. Vining
C. Carson
R. Smith

K. Preston
T. Robertson
G. Rozanska
K. Schermerhorn
K. Sheppard
C. Sinnott
R. Morley
D. English
M. Plante
T. Wikstrom
D. Barker
B. Fitzgerald

STEP E PLACEMENTS

Any individuals who are at Step E on August 29, 1993, and who do not receive any retroactive settlement for reclassification will be maintained at Step E of the new grid. Individuals who have not yet reached Step E, and who do not receive any retroactivity, will continue and maintain their accumulated service time for Step E. All individuals currently at Step E who do receive a settlement on retroactivity will be placed on Step D of the new grid with the new Step E calculation based on:

- January 1, 1991, if employed in the position on that date, OR
- the earlier Job Evaluation Committee agenda date for the classification if employed in the position on that date, OR
- their start date in the position if later than either of the two dates above.

LEARNING CURVE STIPEND

For classifications identified by the Joint Advisory Job Evaluation Committee as meeting the criteria for a learning curve stipend as per the terms of the Job Evaluation Manual approved May 1993, under Factor 6, Job Knowledge (amended clause attached), the stipend shall be equivalent to an additional pay band for each year of skill and knowledge development required, payable on completion of the total development. This stipend becomes effective August 30, 1993. Service prior to August 30, 1993, will be included in the calculation of completion of development time.

GREEN CIRCLED POSITIONS

No employee shall lose pay as a result of the implementation of the new evaluation system. Any positions that would be placed on the new salary grid at an hourly rate which is lower than that currently being received shall be "green circled". Green circled employees will remain in their previous pay grade and on the old salary grid inclusive of any increases subsequently negotiated, until such time as they change positions, are reclassified or leave the employment of the College.

TERMS AND CONDITIONS OF RETROACTIVE SETTLEMENT OF RECLASSIFICATIONS

Part-time employees who do not work five (5) days per week will have any retroactive settlement prorated according to their scheduled hours per week.

Part-time employees who work five (5) days per week will have any retroactive settlement prorated according to their scheduled hours per day.

Recurring regular employees will have any retroactive settlement prorated according to their scheduled days per year.

Employees hired after January 1, 1991 will have their entitlements prorated in accordance with their months of service up to March 31, 1993.

An employee must have worked at least one-half of his/her expected monthly hours to have the month considered as service time for a retroactive settlement calculation.

The calculation of a retroactive settlement will be based on service within basic assignments only e.g. there will be no settlement calculations for higher pay assignments, shift differentials, work paid by timesheet or overtime.

Acceptance of the retroactivity settlement shall settle the full issue of retroactivity. No further calculations will occur for the period April 1 through August 29, 1993.

The lump sum method of settlement excludes such monies from any pension contribution calculations.

RETROACTIVE SETTLEMENT FOR INDIVIDUALS IN THE EMPLOYMENT OF THE COLLEGE ON MARCH 31, 1993

A. SETTLEMENT FOR RETROACTIVE CLAIMS DATING PRIOR TO JANUARY 1, 1991

All employees who had reclassification requests filed prior to January 1, 1991, and who have been identified to receive a reclassification as a result of applying the new system on an eight (8) grade grid will receive the full retroactive salary entitlement in case for the period between their agenda date and December 31, 1990. The retroactive salary shall be based on a lump sum estimation of full entitlement (table attached).

Appendix "A" - Job Evaluation continued

B. RETROACTIVE SETTLEMENT FOR THE PERIOD JANUARY 1, 1991 TO MARCH 31,

1993 FOR ALL POSITIONS NOT RECEIVING A TEMPORARY PAY STIPEND.

All employees who have been identified to receive a reclassification between January 1, 1991 and March 31, 1993 as a result of applying the new system on an eight (8) grade grid will receive a retroactive settlement consisting of a combination of a special allocation of days off with pay and cash (table attached). The table has been developed using an eight (8) grade grid, an average six percent (6%) change for each pay grade change and discounting by any salary settlements during the period of calculation.

1. TIME OFF WITH PAY

- a) For employees entitled to one (1) pay grade change, .68 of a day with pay for each month of retroactive settlement between January 1, 1991 and March 31, 1993 to a maximum of eighteen and one-half (18.5) days.
- b) For employees entitled to a two (2) pay grade change, one (1) day with pay for each month of retroactive settlement between January 1, 1991 and March 31, 1993 to a maximum of twenty-seven (27) days.
- c) For employees entitled to a three (3) pay grade change, 1.11 days with pay for each month of retroactive settlement between January 1, 1991 and March 31, 1993 to a maximum of thirty (30) days.

Ten (10) days (or the balance if less than ten (10) days) shall be taken per year.

All paid days off must be taken between April 1, 1993 and March 31, 1996, are to be scheduled by mutual agreement of the supervisor and the employee, and must be taken at times that do not require the hiring of a replacement. Agreement to scheduling shall not be unreasonably withheld.

There will be no entitlement to a payout of any remaining balance of these days for any reason other than if the individual is laid off or retires in accordance with the Municipal Pension Act.

Deferral of any part of the ten (10) days required to be taken annually or consideration of carry-over beyond March 31, 1996, must be submitted as a mutual request by the employee and the supervisor and will be considered only on the basis of extenuating operational circumstances. All requests must be approved by the Labour Management Committee.

2. CASH PAYMENTS

Individuals will receive a cash payout in accordance with the attached table for a one (1), two (2) or three (3) pay grade change.

Appendix "A" - Job Evaluation continued

RETROACTIVE SETTLEMENT FOR THE PERIOD JANUARY 1, 1991 TO MARCH 31, 1993
FOR TECHNOLOGY POSITIONS WHICH RECEIVED AN EIGHT PERCENT (8%) STIPEND

All technology positions which received an eight percent (8%) stipend and are identified as entitled

to a retroactive settlement for a one (1) pay grade change shall receive no further compensation in either cash or time off for this period.

All technology positions which received an eight percent (8%) stipend and are identified as entitled to a retroactive settlement for a two (2) pay grade change shall receive no further compensation in cash but shall be entitled to .7 of a day with pay for each month of retroactive settlement between January 1, 1991 and March 31, 1993 to a maximum of nineteen (19) days.

RETROACTIVE SETTLEMENT FOR POSITIONS THAT RECEIVED
FIFTEEN PERCENT (15%) TEMPORARY PAY DIFFERENTIAL

The following individuals who received a fifteen percent (15%) temporary pay differential during the development of the job evaluation system shall have all monies already received under this percentage arrangement offset from their settlement.

B. Stackhouse (no further retro entitlement owing).

D. Crowther (entitled to twenty (20) days of time off with pay and no further cash settlement).

B. Wright (no further retro entitlement owing).

W. Schmidt (no further retro entitlement owing).

P. Vining (will be returned to her old salary rate (Pay Grade 8, Step D) plus fifteen percent (15%) effective November 9, 1992 and frozen until such time as the new grid achieves the same rate; no further retro entitlement owing).

C. Carson (will be returned to her old salary rate (Pay Grade 8, Step D) plus fifteen percent (15%) effective November 30, 1992 and frozen until such time as the new grid achieves the same rate; no further retro entitlement owing).

R. Smith (will receive retro calculated on the period January 1, 1991 to April 30, 1992 only).

RETROACTIVE SETTLEMENT FOR INDIVIDUALS NO LONGER
IN THE EMPLOYMENT OF THE COLLEGE ON MARCH 31, 1993

Past employees of the College who meet the following criteria are entitled to receive a retroactive settlement based on the cash portion only of the settlement table used for current employees:

Appendix "A" - Job Evaluation continued

- were employed for a continuous period of six (6) or more months between September 1, 1990 and March 31, 1993 in a classification identified to receive one (1) or more pay grade changes AND
- make application for such payment not later than January 15, 1994.

The maximum calculation date for retroactive settlement to past employees will be January 1,

1991.

The Canadian Union of Public Employees will be responsible for placing advertising or using such other means as necessary to reasonably advise past employees of their eligibility.

RETROACTIVE SETTLEMENTS FOR CASUAL EMPLOYEES

Employees hired under casual appointment will have no entitlement to any retroactive settlement considerations.

BALANCE OF FUNDS DESIGNATED FOR RETROACTIVE SETTLEMENTS

The College currently has a fund of \$390,000 designated for the payment of all retroactive settlements including any additional benefit costs incurred by the employer. Should such amount not be completely claimed or spent by January 15, 1994, the balance will be transferred to the Labour Management Committee for use as part of the Staff Development Fund. The Committee may consider redirecting all or a portion of such monies to buying out part of the paid time off received by staff of the Child Care Department.

JOB EVALUATION MANUAL

The parties agree to the Job Evaluation Manual dated May 1993, with the weight table included as Appendix A, and the following banding as Appendix B:

<u>Band</u>	<u>Start</u>	<u>End</u>
1	---	233
2	234	282
3	283	331
4	332	380
5	381	429
6	430	478
7	479	527
8	528	576
9	577	625
10	626	674
11	675	723
12	724	772

Appendix "A" - Job Evaluation continued

(if an extra degree is warranted for a factor, the closed system will be extended by adding the incremental value for that factor to achieve a new last degree value)

The questionnaire shall be included as Appendix C and the Joint Advisory Job Evaluation Committee's report of June 2, 1993, regarding Teaching Stipends shall be Appendix D.

SCHEDULE A

The parties agree that it is part of the Joint Advisory Job Evaluation Committee's mandate to recommend alternate job titles which better describe positions within the classification hierarchy. It is further agreed that the Joint Advisory Job Evaluation Committee may remove redundant titles from Schedule A.

GROUPINGS

The parties agree that the Joint Advisory Job Evaluation Committee may recommend the creation of generic job descriptions that have essentially the same core duties and are evaluated to be within the same pay band. It is further agreed that, where positions have essentially the same duties but are evaluated to be in different pay bands, the Joint Advisory Job Evaluation Committee may recommend to the College that these jobs be grouped together at the higher pay band. Such recommendation must be based solely on the factors used within the job evaluation manual and have supporting documentation for the rationale.

JAJEC - TEACHING STIPENDS - Dated June 2, 1993

Introduction:

During the design and implementation of the new CUPE job evaluation system it became obvious that there was a teaching component to several positions. After much discussion with incumbents, supervisors and the CCFA it was determined that the teaching functions of these positions were not in conflict with the role of instructors and in fact properly belonged with the support staff positions. It was also felt that these teaching functions could not be fully and correctly rated under the new evaluation manual. For a component of a position to be rated under job evaluation it must be present, to a greater or lesser degree, in all positions and teaching, like second language, is found only in a select number of jobs. Therefore, a more appropriate way of compensating for this duty would be to identify those positions and provide a stipend.

Criteria:

CUPE members can be required to teach to students, staff, administrators or faculty (called learners for convenience) at a variety of levels. This can be on an ongoing basis in a one on one fashion where learners will ask for instruction, work on their own and come back for more instruction when needed. It can also be in a standard classroom/lecture format with a lesson delivered in a period of time in a group setting. There is an expectation that the learner will master the material being taught, the results being evaluated and measured by performance appraisals for staff, grades for students and government inspections (WCB) for the College.

Appendix "A" - Job Evaluation continued

These evaluations are a direct reflection on the person providing the instruction. Their responsibility includes preparation, discussion of theoretical material behind the lesson and evaluation to insure quality of outcome.

The following criteria can be used for identifying positions that include a teaching component:

- I) Introduction of new material not directly related to course requirements; ie the student is required to perform a task to complete the course requirements but the task is not part of the course requirements. For example:
 - a) How to use a word processor to write a paper;

- the course is about English or psychology but the paper must be handed in as a word processed document.
- b) How to use a video camera to film a role play situation;
 - the course is about sociology but the instructor expects the student to film the assignment and show it to the class.
- c) How to access tutorials on a computer and print screens;
 - the course is about economics but students need to access tutorials to study for exams and prepare for discussion groups.
- II) Introduction of new material relevant to course requirements, ie the student is required to perform a task as part of course requirements and the CUPE member is required to teach the student how to perform the task. For example:
 - a) How to print graphs in Lotus 123;
 - the course is about Lotus but accessing and printing using PrintGraph is left to the Lab Assistant to teach.
 - b) How to use a video camera to produce a quality product;
 - the course is about applied communications and the CUPE member has the experience and knowledge.
- III) Job training: when introduction of new tools or methods requires employees or students to learn a new way of doing things or a new process. The learner must be able to perform a task to do the job. This applies mostly to employees although some students will ask for help in learning a tool or method to improve chances of employment or assist them at their COOP work place. For example:
 - a) WHMIS regulations state an employer must development and implement an education program and instruct workers as outlined in those regulations. This is done by a CUPE member.

Appendix "A" - Job Evaluation continued

- b) DOS, WORKS, WORD, EMAIL, VAX, etc have been added to many jobs at the College and a CUPE member is expected to train those new learners.

Positions:

The JAJEC has identified the following non-exclusive list of positions as eligible for a teaching stipend. The value of the stipend is to be based on number of hours taught.

Job Title	Questionnaire #
Office Automation Software Support Assistant	18
Health & Safety Assistant	1

Audio Visual Technologists		202
Instructional Assistants	CBE	153
	ABE	197
	Business	not done
	English (writing)	86

There are several duties covered in the manual that are not to be considered for the teaching stipend. They are listed below along with the factors which relate to them.

- a) Tutoring. Tutoring is reinforcement and reiteration of material already covered by a faculty member.

Factor 7 Student Development

- b) Equipment demonstration; a demonstration with no responsibility on the person demonstrating the equipment to make sure the learner "gets it".

Factor 7 Student Development

- c) Tours and group presentations where learning outcome is not evaluated.

Factors 3 and 7 Contacts and Student Development

- d) Technical advice and guidance where CUPE member is sharing expertise with employees.

Factor 3 Contacts

- e) Functional Supervision

Factor 8 Supervision

- f) Work guidance, work direction and orientation to employees in own department.

Factor 8 Supervision

Appendix "A" - Job Evaluation continued

RETRO FOR GRADE CHANGES

1 = MAR 1993; ENTITLEMENT COUNTS BACKWARD FROM THERE

	3 GRADE	2 GRADE	1 GRADE
1	\$240	\$128	\$40
2	\$480	\$256	\$80
3	\$719	\$384	\$120
4	\$957	\$510	\$159
5	\$1,194	\$637	\$199
6	\$1,432	\$764	\$239

7	\$1,667	\$889	\$278
8	\$1,902	\$1,014	\$317
9	\$2,137	\$1,140	\$356
10	\$2,372	\$1,265	\$395
11	\$2,607	\$1,390	\$434
12	\$2,842	\$1,516	\$474
13	\$3,075	\$1,640	\$512
14	\$3,307	\$1,764	\$551
15	\$3,540	\$1,888	\$590
16	\$3,773	\$2,012	\$629
17	\$4,006	\$2,136	\$668
18	\$4,238	\$2,260	\$706
19	\$4,464	\$2,381	\$744
20	\$4,690	\$2,501	\$782
21	\$4,916	\$2,622	\$819
22	\$5,142	\$2,742	\$857
23	\$5,368	\$2,863	\$895
24	\$5,594	\$2,984	\$932
25	\$5,811	\$3,099	\$969
26	\$6,029	\$3,215	\$1,005
27	\$6,246	\$3,331	\$1,041

Appendix "A" - Job Evaluation continued

RETRO TABLE PRIOR TO JAN 1, 1991

1 = DEC 1990; ENTITLEMENT COUNTS BACKWARD FROM THERE

	1 GRADE	2 GRADES	3 GRADES
1	\$141	\$283	\$424
2	\$283	\$565	\$848
3	\$424	\$848	\$1,272
4	\$561	\$1,122	\$1,683
5	\$698	\$1,397	\$2,095
6	\$836	\$1,671	\$2,507
7	\$973	\$1,945	\$2,918
8	\$1,110	\$2,220	\$3,330
9	\$1,247	\$2,494	\$3,741
10	\$1,377	\$2,753	\$4,130
11	\$1,506	\$3,012	\$4,518
12	\$1,635	\$3,271	\$4,906
13	\$1,765	\$3,530	\$5,295
14	\$1,894	\$3,789	\$5,683
15	\$2,024	\$4,047	\$6,071
16	\$2,153	\$4,306	\$6,459
17	\$2,283	\$4,565	\$6,848
18	\$2,412	\$4,824	\$7,236
19	\$2,541	\$5,083	\$7,624
20	\$2,671	\$5,342	\$8,013
21	\$2,800	\$5,601	\$8,401
22	\$2,925	\$5,849	\$8,774
23	\$3,049	\$6,098	\$9,148
24	\$3,174	\$6,347	\$9,521
25	\$3,297	\$6,594	\$9,891
26	\$3,420	\$6,840	\$10,260
27	\$3,543	\$7,087	\$10,630
28	\$3,667	\$7,333	\$11,000
29	\$3,790	\$7,579	\$11,369
30	\$3,913	\$7,826	\$11,739
31	\$4,036	\$8,072	\$12,109
32	\$4,159	\$8,319	\$12,478
33	\$4,283	\$8,565	\$12,848
34	\$4,402	\$8,805	\$13,207
35	\$4,522	\$9,044	\$13,566
36	\$4,642	\$9,283	\$13,925

FACTOR 6 - JOB KNOWLEDGE

B - JOB EXPERIENCE

This factor considers the time it would typically take an individual with the necessary knowledge and skill to develop the background to perform the job competently.

Job experience is of two types:

1. Previous on-the-job training and knowledge in lower-level or related positions (within the College or elsewhere) including all required skills and knowledge that are not accounted for in the education level.
2. The time required to learn the practical application of complex theoretical knowledge that is considered to be particular to Camosun College and its work problems and to learn the associated techniques, methods, practices, procedures etc.

The first will be considered in determining the appropriate degree for this factor.

The second is not evaluated in this factor, due to its very different value to the College.

Positions will be evaluated and assigned to a pay band according to the factor rating system outlined in this Manual. In addition, each 1 year equivalent of skill and knowledge development will be recognized by a vertical move to a one level higher pay band. Payment of such a move shall begin on completion of all years of development required for the employee to become fully functional.

The criteria used to identify this experience are:

- position has a steeper and higher learning curve than most other jobs. The development of skills is quite long, intensive, extraordinary and includes the development of comprehensive and detailed knowledge.
- the skills are not generally obtained outside of Camosun.
- specific job skills are learned through training and experience on-the-job at Camosun after job entry.

APPENDIX "B"

LAYOFF / RECALL POLICY AND PROCEDURES

A - POLICY:

- A.1 This policy is created in accordance with the Collective Agreement between the College and CUPE Local 2081. In no case may this policy override a right or condition outlined within the collective agreement except by mutual agreement of the parties.
- A.2 Each layoff stands alone in the application of this policy and these procedures.
- A.3 This Policy & Procedures shall be reviewed at the request of either Party by the Labour Management Cooperation Committee and shall not be changed except by mutual agreement between the parties.
- A.4 In accordance with Clause 15.01 of the Collective Agreement, "layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation".
- A.5 In accordance with Clause 15.02(a) of the Collective Agreement, "Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, PROVIDING that the retained employees are able to perform the available work."
- A.6 "Able to perform" means having the requisite education, skills, experience and ability to perform the major activities and responsibilities of the position which accumulate in whole numbers to at least 75% of the job as listed in order of importance within a JAJEC Questionnaire [section II(3)] or in the latest job description where no questionnaire exists. In deciding the "ability to perform" the supervisor of the vacant position shall be consulted about the requirements of the job.
- A.7 With as much notice as possible, the College, through the Dean of Employee Support and Development Services, shall discuss with the Union any anticipated situations that may lead to employee layoffs.
- A.8 Where layoffs become necessary, the College and the Union shall attempt to keep any disruption to a minimum for the College and for employees.
- A.9 The Dean of Employee Support and Development Services shall be responsible for the coordination and facilitation of all layoff procedures.
- A.10 An employee shall receive as much advance information as possible about a potential layoff. The Supervisor shall meet with the employee and a Union shop steward. This meeting does not constitute formal notice under Article 15.04(a).
- A.11 Formal notification of a layoff and a written outline of the employee's options will be given to the employee by the Dean of Employee Support and Development Services with the participation of a Union shop steward and the employee's supervisor.
- A.12 Employees who are to be laid off shall be advised, as part of their formal notification, of their

four options under the terms of the Collective Agreement and this Policy and Procedures:

1. They may accept the layoff and retain internal and external recall rights to their laid off position according to the Layoff and Recall Policy & Procedures (this includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment), OR
 2. They may accept a severance package on their initial layoff date and terminate their employment rights and benefits with the College, OR
 3. They may accept the option to bump into another position (maintaining internal recall in accordance with Sections C.3 - C.8) and request the Labour Management Cooperation Layoff Sub Committee to identify the appropriate position in accordance with #16 of this Procedure, OR
 4. They may request that the Layoff Sub Committee investigate alternate employment opportunities for them within the College. Employees shall be entitled, at the conclusion of alternate employment opportunities, to exercise their rights under 1, 2 or 3 above or they may exercise their rights under Article 15.03 and Section C of this Policy. This includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment.
- A.13 A term employee's options include recall, bumping and alternate employment opportunities only to term positions. A term employee does not have a severance option.
- A.14 A recurring regular employee as defined in Article 1.02(b) would have full entitlement to these options in the event that there is a reduction in regular scheduled working hours.
- A.15 The Layoff Sub Committee shall be comprised of regular membership of the Labour Management Cooperation Committee plus one member from management and one from the Union. A quorum will consist of attendance of three members from each side.
- A.16 In defining alternate employment opportunities, the sub committee shall consider both the employee's preferences for employment and the College's need to maintain efficiency and effectiveness.
- A.17 An alternate employment opportunity shall not normally be to a classification which is placed at a higher pay band, except as set out in the procedures.
- A.18 A regular employee may accept alternate employment in any position regardless of its employment status (regular, recurring regular, or term) or working hours (part-time or full-time).
- A.19 A regular employee who is placed into a term appointment as part of the alternate employment process shall retain all rights of his/her regular appointment status.
- A.20 An employee on layoff with recall rights when not holding any position with the College may, at his/her request, remain on any existing benefit plan, except disability and pension, during his/her layoff by paying the full premium for the benefit(s) monthly in advance.
- A.21 Communication and consultation with the employee, the current supervisor and prospective supervisors will occur throughout the process.

B - LAYOFF PROCEDURES:

- B.1 The College, usually through the Budget Development Committee, shall identify the specific staff positions that are being considered for reduction or elimination. The individual identified to receive layoff notice will be the most junior employee within the job description AND within a department or normal working cluster of departments where position transfers occur without postings. Campus location shall not be considered in identifying the most junior employee within the job description.
- B.2 With as much notice as possible, the Dean of Employee Support and Development Services shall discuss the potential layoff(s) with a representative of CUPE Local 2081.
- B.3 A meeting with the employee potentially affected will be arranged by the supervisor and a Union shop steward to advise the employee of the possible layoff situation.
- B.4 When a layoff is confirmed to occur, the Dean of Employee Support and Development Services and a Union shop steward shall meet with the employee affected and his/her supervisor or other departmental support person. At that meeting, the employee shall be advised of the confirmation of the layoff, the effective date and the options available to him/her. Such information will also be supplied in writing and shall constitute the formal notification of layoff. The Layoff Sub Committee shall receive a copy of the layoff letter.
- B.5 The employee shall be given a period of seven calendar days in which to advise the Dean of Employee Support and Development Services of his/her choice of option. If the employee wishes to exercise his/her right to alternate employment opportunities, the employee will be encouraged to immediately update the information contained within his/her personnel file to include current qualifications, skills, abilities and references.

Alternate Employment Opportunities:

- B.6 When an employee requests an alternate employment opportunity within the College, the Layoff Sub Committee shall be responsible for identifying such alternate employment opportunities. The process of identifying alternate employment opportunities will be initiated within seven calendar days of the employee's request.
- B.7 For each alternate placement opportunity, the Department of Employee Support and Development Services shall provide to the Committee:
- the most current resume of the employee to be relocated
 - an up-to-date seniority list for CUPE Local 2081
 - a list, in seniority order, of employees and their positions within each pay band
 - a list of retirements expected to be occurring within the next twelve months
 - a list of positions expected to be vacant within the next twelve months
 - job descriptions and such other information as requested by the Committee
 - employee's preference (if any) with respect to hours of work
- B.8 An alternate employment opportunity shall include consideration of the following actions:
- Waiving of the posting requirement for current vacancies.

- Building employment bridging through the use of vacancies, term positions and/or unpaid leaves of absence to place the employee in a future vacancy.

As well, the Layoff Sub Committee may canvas other employees who may wish to trade positions with the laid off employee during the alternate employment opportunity.

- B.9 When a regular employee is placed in an alternate employment opportunity, the employee shall have his/her wage, benefits, increments and right to wage increases protected in the pay band he/she was receiving at the time of layoff.
- B.10 Salary protection shall be for the basic pay band assigned to the layoff position only. Salary protection will not be extended to cover any stipends for teaching, B.C. stationary engineers certificate - 4th class, journeyman trades certificate, or pesticide certificate when that work is not actually being performed. Salary protection shall occur for a maximum of six months in a twelve month period, beginning with the first alternate opportunity placement.
- B.11 In identifying alternate employment opportunities, the Layoff Sub Committee shall review all vacancy opportunities for positions which the employee is "able to perform". Where a temporary or permanent placement in a vacancy is possible, the supervisor of the vacant position shall be consulted about the requirements of the job. Where the Committee agrees that the employee could be reasonably expected to perform the duties of the position after a basic orientation, the posting requirement for the position will be waived and the employee shall be placed in the position.
- B.12 Should either the employee or the supervisor identify, within the first four months of the alternate employment opportunity placement, in the same or lower pay band, that there are serious problems occurring in the ability to perform the work of the new position, the Layoff Sub Committee will cancel the placement and process an alternate employment opportunity if possible. When placement is in a higher pay band, a trial period as defined in Article 14.05 shall apply.
- B.13 When an alternate employment opportunity has been actioned, both the employee and the supervisor will be requested to provide feedback to the Layoff Sub Committee regarding the appropriateness of the placement and the effectiveness of the Policy.

Bumping Options:

- B.14 Should the Layoff Sub Committee be unable to identify any alternate employment opportunities, the employee must choose one of the other identified options.
- B.15 When an employee chooses the severance option, the severance amount as calculated under Article 15.05 shall be reduced by the additional wages required to provide salary protection.
- B.16 In the following order, the Layoff Sub Committee shall identify the position(s) the employee is able to perform and the related pay band(s) that the employee will move to:
 - a) Wherever possible, a junior position in the same pay band with the same or greater hours.

b) Where (a) is not possible, the following options will be considered in order to minimize the economic impact to the laid off employee:

- A junior position in a higher pay band with the same or greater hours, when the employee has previously held the position and successfully completed a probationary or trial period therein.
- A junior position in the same pay band with less hours.
- A junior position in a lower pay band closest to the employee's pre-layoff pay band with the same or greater hours.
- A junior position in a lower pay band closest to the employee's pre-layoff pay band with less hours.

* A junior position will be the most junior position that satisfies the intent, not necessarily the junior position in the pay band.

B.17 Where more than one position is feasible, but they are significantly different in nature, the Layoff Sub Committee shall consult with the employee prior to making the final decision.

B.18 Where the bumping situation defined in #16 is to a position at the same or higher pay band as that currently received by the employee, the employee shall be placed at the pay step that is equal to the employee's current rate. If no rate is equal, the employee will be placed at the next pay step which is higher than the current rate.

If the employee is placed at a pay step that is equal to their current rate, the employee shall receive credit for service in the step of the original pay band, towards their next increment.

The employee shall maintain all rights to increments and any further salary increases.

B.19 Where the bumping situation identified in #16 is to a position in a lower pay band, the employee will be placed in the pay band for the bumped position and at the salary step that would minimize the employee's loss in pay (excluding any stipends previously received). Only employees with five or more years of service with the College may be placed at Step E of the new pay band.

B.20 By mutual agreement of the parties, Article 30.10 of the collective agreement is waived to provide:

- a) That employees with five (5) or more years of service with the College may be placed at Step E of the new pay band.

- b) That employees shall receive credit for service in Step D towards their next increment, including Step E.

C - RECALL PROCEDURES:

- C.1 The recall option exists for all employees, other than those who have chosen the severance option, for a two (2) year period.
- C.2 Recall of employees shall be based on seniority provided that they are able to perform the available work.

Internal Recall:

- C.3 When an employee has maintained employment with the College, either through the alternate employment opportunities or bumping options, that employee shall remain on an internal recall list and shall have the right of first refusal should his/her position (same classification, department, status and hours) be reinstated.
- C.4 Employees on the internal recall list shall make all other job changes through the collective agreement's provisions for vacancy competitions.
- C.5 An employee on the internal recall list who accepts a permanent placement, by virtue of alternate employment or bumping, forfeits any right to a severance payment.
- C.6 An employee on the internal recall list who resigns shall lose his/her right to any further recall.
- C.7 An employee recalled to his/her former position shall be reinstated at the pay step that he/she was receiving at the time of layoff.
- C.8 An employee who bumps to maintain employment and subsequently returns to their previous position, shall be entitled to credit for the time worked towards the next increment.

External Recall:

- C.9 When an employee has not maintained employment with the College that employee shall be placed on the external recall list on the basis of seniority and shall have the right of first refusal for any alternate employment opportunity which he/she is "able to perform".
- C.10 Able to perform is defined under Section A of this policy.
- C.11 An employee on the external recall list may request the College to pay out the severance package at any time during the two (2) year period and at that point shall be deemed to have resigned.
- C.12 An employee on the external recall list shall have the right to be recalled into a position of a higher pay band than that of his/her laid off position when that employee has previously been

an incumbent of that position and has passed a probation or trial period in the position.

- C.13 The Union agrees that postings for vacant positions may be waived in order to offer employment that will enable a laid off employee on the external recall list to return to the College.
- C.14 The College will give priority to employees on the external recall list when casual and term assignments of less than three (3) months occur.
- C.15 After two (2) years on the external recall list, the employee shall be deemed terminated and the severance pay shall be paid.
- C.16 An employee recalled to other than his/her former position shall be appointed to the pay band associated with that position and shall receive the pay step in accordance with Section B.18, B.19 and B.20 of this Policy.

General:

- C.17 An employee is not removed from the internal recall list until the expiry of twenty-four (24) months or reinstatement to his/her original position, whichever comes first.
- C.18 An employee is not removed from the external recall list until twenty-four accumulated months without employment or acceptance of a position with the same status (regular or term) as that held at the time of layoff.
- C.19 Acceptance of employment opportunities at the College that are not of the same status as that held at the time of layoff shall extend the period of recall rights by the length of such employment.
- C.20 No employee shall be removed from the recall lists for refusal to accept employment unless such employment offer was to the same position, status and hours as that from which he/she was laid off.
- C.21 The Labour Management Cooperation Committee's Layoff Sub-Committee shall identify the appropriate recall opportunities.
- C.22 Term employees shall only have the right of recall into term positions for the duration of the term of their appointment to the laid-off position.

Insert flow chart

CAMOSUN COLLEGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

SCHEDULE "A"

Effective July 1, 1997

PAY BAND

JOB TITLE

(LC) - Learning Curve positions move up one or more pay bands upon completion of the training period as per the Collective Agreement.

1	Bookstore Helper Kitchen Aide Kitchen Attendant Printshop Aide - Workstudy
2	Custodian Helper Data Entry Clerk Early Childhood Aide File Clerk Library Assistant II Marker I Microlab Assistant
3	Accounts Clerk I Bookstore Aide Cafeteria Aide/Cashier Groundskeeper I Office Assistant I Photocopier Operator I
4	Bindery Operator Campus Clerk II International Education Clerk International Education Clerk - Program Planning Kitchen Storeroom Steward Maintenance Helper Mobile Campus Clerk Office Assistant II Photocopier Operator II Program Aide - French Student Employment Clerk

PAY BAND

JOB TITLE

5	Bookstore Clerk Cashier Custodian II Lab Assistant - Civil Engineering Lab Clerk - ESL Marker II Microlab & Support Clerk - CE Operations Clerk - CE Personnel Receptionist Printshop Operator I Secretary I Switchboard Operator TRC Testing Clerk Wellness Activity Assistant Writing Room Aide
6	Accounts Clerk III - CE Bookstore Receptionist Bookstore Shipper/Receiver Campus Clerk - Interurban Career Resource Centre Clerk Client Support Clerk Groundskeeper II Information and Admissions Resource Person Instructional Assistant - ABE Instructional Assistant - Counselling Instructional Assistant I - French Instructional Assistant II - Dining Room Learning Skills Centre Clerk Microcomputer Lab Technologist Network Infrastructure Installer Physical Resources Operations Clerk Printshop Clerk Purchasing Clerk Secretary II Services Assistant - ASE Toolroom Attendant I
7	Accounts Clerk - GST Accounts Clerk II Accounts Clerk II - A/R Assessment Clerk Bookstore Accounts Clerk Bookstore - Course Materials Buyer Bookstore - General Merchandise Buyer Cafeteria Attendant

PAY BAND

JOB TITLE

7

Client Support Technician

Co-op Secretary
 Customer Service Representative
 Duplicating Centre Operator
 Infant Educator
 Instructional Assistant - Microlab
 International Education Clerk - Host Facilitator
 Lab Assistant II - Business Systems
 Lab Technologist II - Mechanical
 Library Assistant III
 Library Media Clerk I - Audio/Visual
 Payroll Clerk
 Preschool Educator
 Radio Producer Operator
 Receiver/Courier
 Recreation & Fitness Centre Assistant
 Secretary III
 Special Needs Educator
 Telephone Systems Support Assistant
 Toolroom Attendant II

8

Academic Advisor I
 Accounts Clerk III
 Admissions Registration Clerk (LC)
 Bookstore Supervisor
 Campus Clerk III
 Custodian III
 Data Management Clerk (LC)
 Dental Program Receptionist
 Desktop Typesetter
 Evaluation Graduation Officer (LC)
 First Nations Advisor I
 Help Desk Operator
 Homestay Facilitator
 Instructional Assistant I - ABE
 Instructional Assistant I - Accounts
 Instructional Assistant I - Writing
 Instructional Assistant - Math
 Lab Assistant - Hospitality/Tourism
 Lab Assistant II - Visual Arts
 Lab Assistant III - CSW
 Lab Technologist II - Physics
 Library Assistant IV
 Printshop Technician
 Scheduling Clerk (LC)
 Video & Film Booking Clerk

PAY BAND

JOB TITLE

9

Buyer - Purchasing
 CKMO Station Supervisor

Co-op Program Assistant
 Computer Technologist
 Financial Aid Advisor I (LC)
 Information Liaison Assistant
 Information Media Assistant
 Instructional Assistant II - ABE
 Instructional Assistant - ASE
 Instructional Assistant III - EOW/Best Youth
 Instructional Assistant II - Cook Training
 Instructional Assistant I - First Nations ABE
 Instructional Assistant Pathfinder
 Lab Assistant - Dental Hygiene
 Lab Assistant - ESL
 Lab Technician II - Civil Engineering
 Lab Technician II - Electronics
 Lab Technologist II - Computing
 Library Assistant V
 Maintenance Technician II
 Office Automation Software Support Assistant
 Operations Assistant
 Operations Assistant - ELI
 Supervisor Dental Clinic
 Supervisor - TRC
 Welcome Centre Resource Person

10

Administrative Assistant
 Assessment Advisor
 Computer Hardware Technician
 Groundskeeper III
 Instructional Assistant - ESL (LC)
 Instructional Assistant - G.P. Computer Labs
 Instructional Assistant III - Psychology
 Instructional Technician - English
 Lab Assistant II - Applied Communications
 Lab Technologist II - Biology
 Lab Technologist II - Chemistry
 Lab Technologist II - Microbiology
 Network Service Technologist
 Program Assistant Environmental Technology
 Research Assistant
 Scheduling Assistant
 Senior Accounts Clerk (LC)
 Senior Data Management Clerk
 Senior Educator - Childcare
 Student Success Facilitator
 Supervisor, Administrative Support - CE
 Technician/Lab Assistant - ABE
 Transition Planner - ASE
 UNIX/LANS Systems Administrator (LC)

PAY BAND

JOB TITLE

11

Academic Advisor II (LC)

CEC Access Facilitator
Financial Aid Advisor II
Health and Safety Assistant
Instructional Assistant I - Office Careers
Instructional Assistant II - Visual Arts
Instructional Assistant III - Business
Instructional Assistant III - Cook Training
International Education Advisor (LC)
Lab Technician - Electrical
Lab Technician - Civil/Mechanical
Lab Technologist III - Biology
Lab Technologist III - Computing
Lab Technologist III - Electronics
Library Assistant VI
Maintenance Technician III
Nursing Lab Supervisor
Program Support Facilitator
Programmer/Analyst (LC)
Receiver
Technologist I - Audio Visual
Telephone Systems Technician/Supervisor
VAX System Administrator (LC)

12

Admissions Registration Assistant
Articulation Education Liaison Officer
Physical Resources Assistant
Recreation - Athletics Advisor
Statistician (LC)
Supervisor - Academic Advising (LC)
Supervisor - Admissions & Registration
Supervisor - Audio Visual
Supervisor - Childcare
Supervisor - Housekeeping
Supervisor - Library Services
Supervisor - Maintenance
Supervisor - Printshop
Supervisor - Scheduling & Data Management

13

Supervisor - Financial Aid

CAMOSUN COLLEGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

SCHEDULE "B"

Effective November 30, 1997

<u>Pay Band</u>	A	B <u>1st 6 Mths.</u>	C <u>2nd 6 Mths.</u>	D <u>After 1 Yr.</u>	<u>After 2 Yrs</u>
1 13.88		14.12	14.37	14.63	
2 14.37		14.63	14.92	15.18	
3 14.92		15.18	15.48	15.76	
4 15.48		15.76	16.06	16.35	
5 16.06		16.35	16.67	16.98	
6 16.67		16.98	17.30	17.62	
7 17.30		17.62	17.95	18.29	
8 17.95		18.29	18.64	18.98	
9 18.64		18.98	19.35	19.71	
10 19.35		19.71	20.09	20.44	
11 20.09		20.44	20.84	21.24	
12 20.84		21.24	21.64	22.15	
13 21.64		22.15	22.55	22.99	
14 22.55		22.99	23.42	23.87	

RECOGNITION STEP E:

- (a) Equal in value to Step C of the next highest pay band or 1.9% where there is no higher pay band.
- (b) This Recognition Step will be awarded to employees who have completed 5 years of service in the same position without any change in pay grade. Awarding of the step would be subject to a satisfactory evaluation in the 5th year.

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Clause 23.05 Special Additional Pay

It is agreed that the certificates named within Clause 23.05, Special Additional Pay, will not also be included through the job evaluation process as essential qualifications within job descriptions.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 2

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Positions in the Curriculum Development Centre

It is agreed that the three support staff positions in the Curriculum Development Centre, transferred to the College on May 30, 1988, shall be entitled to all the rights and benefits of a regular employee with the following exceptions:

- 1) termination notice as a result of action taken by the Minister or the Ministry, and
- 2) severance payments while employed in the Curriculum Development Centre.

shall be in accordance with the letters of appointment issued May 25, 1988.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 3

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Extended Health & Dental Coverage

It is agreed that the College will ensure that terminating and retiring employees can access individual extended health and dental coverage offered through the C.U. & C. Health Services Society or an alternate plan that provides equivalent coverage.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 4

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Service Time

The Union and the College agree to return to using service time as the basis for calculating access to benefits and the recognition step (Step E). Service time is defined as any employment period during which the employee is actually working. For the purpose of access to benefits and the recognition step, such time will not be subject to proration. (As per clause 30.10, time in temporary term positions will not count as service time for the purposes of Step E).

It is further agreed that the settlement reached for the individual grievance dated August 12, 1991 re: violation of seniority calculation, shall remain in effect for that individual. The settlement reached on the policy grievance of the same date shall be retroactively reversed to comply with this agreement.

It is further agreed that the definition of "service time" for the purposes of achieving the recognition step under this Letter of Agreement shall include all periods of scheduled layoffs for recurring regular employees.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 5

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

RE: Modified Work Week

The College and the Union agree that modified work week arrangements may be implemented on the following basis:

1. Participation shall be on a department by department basis, using the following eligibility criteria:
 - a) The entrance into a modified work week with a work group requires agreement of the work group supervisor and all work group staff. Not all employees in a work group are required to participate, but all must agree their work group could be involved.
 - b) Only regular and recurring regular positions are eligible to make use of the modified work week, but having other types of positions in a work group does not prevent participation.
 - c) A modified work week must provide an annual schedule wherein participating employees make up the hours of one regular shift over a fourteen (14) day period, in minimum blocks of thirty (30) minutes, in order to allow the employee to take a scheduled day off within a three (3) week cycle.
 - d) It is understood that existing levels of service will be maintained by all individuals and work groups. Public service hours will not be decreased.
 - e) All work groups (departments) wishing to participate shall apply annually on the prescribed Labour Management application form, not later than November 15th of each year.
 - f) All modified work arrangements will operate on a calendar year basis.

continued

Letter of Agreement # 5

continued

RE: Modified Work Week

2. Departments may not apply for participation in the Modified Work Week program until all JAJEC days have been used by all members of the department.
3. Participation of any department shall be subject to an annual review by the Labour Management Cooperation Committee.
4. It is further agreed that a modified work week shall not result in any change to compensation to an employee.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 6

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

RE: Internal Status for Casual Employees

It is agreed that a casual employee will be granted internal status for a job posting when he/she has accumulated at least thirty (30) working days of service on casual appointments of five (5) days or more in duration within the six (6) months immediately prior to the closing date of the posting.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 7

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

RE: LEARNING CURVE

The contents of this letter of agreement are intended to facilitate achievement of the following objectives:

- recognition that certain positions require skills and knowledge which can only be gained on-the-job through the completion of required in-house training programs
- salary recognition for employees who have completed required in-house training programs or who can demonstrate that they have equivalent skills and knowledge
- promotion of training for CUPE members
- job descriptions which recognize entry-level skills and knowledge as well as the skills and knowledge gained through the completion of required in-house training programs
- mandate supervisors/managers to develop appropriate in-house training programs.

CONCEPT:

Both parties recognize that through the JAJEC process, job descriptions shall be developed which contain the required profile of entry-level skills and knowledge; in addition, it is acknowledged that for some positions further skills and knowledge will be required in order for an employee to satisfy the full position requirements. For the latter positions, job descriptions will contain an additional profile of skills and knowledge in order for the employee to satisfy the full position requirements.

This additional profile of skills and knowledge required in order for the employee to satisfy the full position requirements shall be the basis for a decision by the Joint Advisory Job Evaluation Committee (JAJEC) as to whether this job qualifies for learning curve recognition.

(Note: The preceding paragraph does not preclude JAJEC from identifying positions which may be appropriate for learning curve recognition.)

For those positions requiring skills and knowledge beyond entry-level the supervisor/manager will develop, in consultation with incumbent employee(s), the following:

Letter of Agreement # 7 - continued

RE: Learning Curve

- 1) an in-house training plan for achieving the knowledge and skills in order for an employee to satisfy the full position requirements, and
- 2) a process for measuring and documenting the acquisition of the required skills and knowledge.

When a new employee is hired, their skills and knowledge are evaluated against the profile of skills and knowledge required to satisfy the full position requirements and the training plan is customized for the employee to obtain the requisite skills and knowledge.

The employee is initially placed at the pay band which corresponds to the skills and knowledge which are acceptable for entry into the job. As soon as they have gained the requisite skills and knowledge an employee shall be granted a pay band placement in accordance with the CUPE evaluation manual.

(Note: In accordance with the JAJEC manual any training plan of less than six months of full-time employment does not qualify for learning curve recognition.)

The profile of skills and knowledge required to satisfy the full position requirements shall not include information which one would expect any employee to acquire in the normal course of doing his/her job (e.g. knowledge of the college, internal policies and procedures, etc.).

PROCESS:

The training plan should be jointly developed or customized by the supervisor/manager and the incumbent employee(s) within one (1) month of the employee's appointment. The plan shall be approved by the supervisor's/manager's direct supervisor (e.g. Dean, Director). Completion of the training plan is a condition of employment.

It is the employee's responsibility to complete the training plan within a reasonable period of time (usually one (1) year).

It is the supervisor's/manager's responsibility to ensure that the employee receives the opportunity for appropriate in-house training during normal working hours. The supervisor/manager is also required to measure and document acquisition of requisite skills and knowledge.

If at the end of the first year, the employee has not completed the training plan, the supervisor/manager must prepare a report for the employee which identifies any outstanding skills and knowledge requirements along with a plan for addressing them. A copy of this report shall be filed with the Labour/Management Cooperation Committee (LMCC).

If the employee does not agree with the supervisor's/manager's report, or the report has not been prepared within the first year, then the matter can be referred to the Labour Management Cooperation Committee. If the LMCC determines that the employee has in fact completed all of the requirements contained in the original plan, or has not been given the opportunity to develop the necessary skills and knowledge, then the employee will automatically be awarded the pay band placement.

Letter of Agreement # 7 - continued

RE: Learning Curve

APPLICABILITY:

The learning curve applies to those positions which meet the criteria defined by the Joint Advisory Job Evaluation Committee. A joint application must be made by an employee(s) and the supervisor/manager. JAJEC will assess the application based upon the following criteria:

- The position has a steeper and higher learning curve than most other jobs. The development of skills and knowledge is quite long, intensive, extraordinary and includes the development of comprehensive and detailed knowledge.
- The skills and knowledge are not generally obtained outside of the College.
- The specific job skills and knowledge are learned through training and experience on-the-job at the College after job entry.
- Camosun makes special arrangements to have training provided so that the skill and knowledge development can take place.
- Specific skill/knowledge sets must be acquired before an incumbent can be fully-functional in the job duties.
- The skill/knowledge sets which are developed are not evaluated in the normal job evaluation process.

In applying this set of criteria, JAJEC has currently identified the following jobs as falling into the category:

- Senior Accounts Clerk
- VAX Systems Administrator
- Network Service Technician
- UNIX/LAN System Administrator
- Programmer
- Programmer/Analyst
- Statistician
- Admission/Registration Clerk
- Data Management Clerk
- Academic Advisor

This list may be amended from time-to-time by the JAJEC.

Letter of Agreement # 7 - continued

RE: Learning Curve

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 8

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

The Union and the College agree to identify opportunities where contracted out work could subsequently be performed by bargaining unit employees. Such opportunities will be referred to the Labour Management Committee for consideration.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary

LETTER OF AGREEMENT # 9

between

CAMOSUN COLLEGE BOARD OF GOVERNORS

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

RE: 28.01 and 28.02 Technological and Other Change

The parties agree to meet within fifteen (15) working days of the College's notice to the Union pursuant to clause 28.01 to attempt to reach agreement on the technological change or new method of operation.

To facilitate this, the College will provide the Union with details of the proposed technological change or new method of operation with the notice pursuant to Clause 28.01.

The Union will notify the College in writing of the representatives who will be available to meet pursuant to Clause 28.02.

If a dispute arises in seeking agreement pursuant to Clause 28.02 before the expiry of the three (3) month notice period, the parties may mutually agree to seek mediation/arbitration pursuant to section 105 Consensual Mediation/Arbitration of the BC Labour Code. Failing that, after the expiry of the three (3) month notice period, either party may apply for Mediation/Arbitration section 105 Consensual Mediation/Arbitration of the Labour Code and the other party will cooperate in seeking a resolution through this process.

DATED this _____ day of _____ 1997.

SIGNED on behalf of the Camosun
College Board of Governors

SIGNED on behalf of the Canadian
Union of Public Employees Local 2081

Bursar

President

Chairman

Secretary