

Memorandum of Settlement

between

COLLEGE OF THE ROCKIES

(referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)

(LOCAL 2773)

(referred to as "the Union")

*"Errors and omissions Excepted"*

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF COLLEGE OF THE ROCKIES, ACTING ON BEHALF OF COLLEGE OF THE ROCKIES (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE COLLEGE OF THE ROCKIES BOARD;

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) (LOCAL 2773) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) (LOCAL 2773) MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

**4. SCHEDULE "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

**6. SCHEDULE "C"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

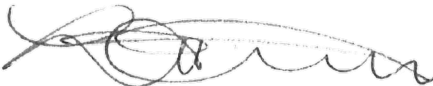
**7. Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this 25<sup>th</sup> day of June, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:


  
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BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
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# SCHEDULE A

## 1. TERM OF AGREEMENT – 3 year term

### Article 29.1 – Term of Agreement

This Agreement shall be binding and remain in effect from July 1, ~~2014~~ **2019** to June 30, ~~2019~~ **2022**.

## 2. GENERAL WAGE INCREASES

Collective Agreement will be updated as follows:

- (a) Effective the first day of the first full pay period after July 01, 2019, all wage scales shall be increased by two percent (2%)\*. The new rates shall be rounded to the nearest whole cent or dollar as appropriate.
- (b) Effective the first day of the first full pay period after July 01, 2020, all wage scales shall be increased by two percent (2%)\*. The new rates shall be rounded to the nearest whole cent or dollar as appropriate.
- (c) Effective the first day of the first full pay period after July 01, 2021, all wage scales shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as appropriate.

\*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Wage increases shall be processed on the first day of the first full pay period following the effective date of the increase. Notwithstanding the foregoing, any former employees who worked for College of the Rockies and were part of the bargaining unit between July 1, 2019 and the date of ratification must apply to College of the Rockies within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

## 3. ARTICLE 9 SHIFT DIFFERENTIAL

### 9.1 Shift Differential

An employee whose scheduled work shift commences prior to 07:00 hours or terminates after 18:00 hours shall be paid a shift differential of one dollar **and 25 cents (\$1.25)** per hour. An employee whose normal work week includes Saturday or Sunday shall likewise be paid a shift differential for those Saturdays or Sundays worked.

**4. Article 10.5 Meals**

An employee who works ~~more than~~ three (3) **or more** hours overtime on a scheduled work day, **and/or 5 or more hours on a weekend** shall claim a meal allowance consistent with College Policy No. 3.2.5 (Dinner: College Region). Further, she shall be permitted a one-half (1/2) hour meal break with pay at the applicable overtime rate.

**5. ARTICLE 12 ANNUAL VACATIONS**

12.1 a) A regular employee who is not on a leave of absence without pay shall earn and be entitled to the following annual vacation:

first to fourth year	15 working days (pro rate)
fifth year	20 working days (pro rata)
sixth year	21 working days (pro rata)
seventh year	22 working days (pro rata)
eighth-year	23 working days (pro rata)
ninth year	24 working days (pro rata)
tenth year and over	<del>27</del> 28 working days (pro rata)

~~b) — A regular employee who commenced employment prior to January 1, 1984 and who is not a leave of absence without pay shall earn and be entitled to the following annual vacation: 27 working days.~~

**6. Article 12.4 – Departmental Scheduling**

b) Scheduling for the Period May 1 to December 31

- i. **Employees shall receive their Support Leave Plan by January 31<sup>st</sup> of each year.**
- ii. "Departmental" annual vacation scheduling will be completed by employees within each department and submitted to their manager by **February 21st** ~~March 15<sup>th</sup>~~ of the year in which the vacation is scheduled to be taken.
- iii. The manager shall approve or deny vacation requests by **March 15<sup>th</sup>** ~~31<sup>st</sup>~~ of the year in which the vacation is scheduled to be taken. Approval will not be unreasonably withheld subject to operational requirements.
- iv. Conflicts in vacation scheduling will be settled by the department supervisor with seniority in the department being the main consideration.
- v. Employees may request vacation schedule changes after **March 15<sup>th</sup>** ~~31<sup>st</sup>~~. Seniority will NOT apply to bump employees with lesser seniority after **March 15<sup>th</sup>** ~~31<sup>st</sup>~~.

## 7. Leave for Domestic/Sexual Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. There shall be no stacking of entitlements.

## 8. Article 14.1 - Maternity/Parental/Adoption Leave

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

### Maternity Leave

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

- i. No earlier than ~~eleven (11)~~ **thirteen (13)** weeks before the expected birth date, and
- ii. No later than the actual birth date, and ending
  - i. No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
  - ii. No later than seventeen (17) weeks after the actual birth date.

### Parental/Adoption Leave

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

- i. For a birth mother who takes leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to ~~thirty-five (35)~~ **61 weeks** consecutive weeks beginning immediately after the end of the leave taken under Article 14.1 (unless otherwise mutually agreed between the College and the employee),
- ii. For a ~~birth mother~~ **parent, other than an adopting parent**, who does not take leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to ~~thirty-seven (37)~~ **sixty-two (62)** consecutive weeks beginning after the child's birth and within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after that event,

~~iii. For a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event,~~

~~iv.iii. For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.~~

#### **14.2 Conditions Applicable to Maternity/Parental/Adoption Leave**

- a) The written application for Maternity leave shall be supported by a certificate from a physician stating that the employee is pregnant and estimating the probable date of the birth of the child.
- b) Maternity/Parental/Adoption Leave shall be without pay.
- c) The employee shall not claim accumulated unused sick leave credits for Maternity/Parental/Adoption leave purposes. However, in the instance of Maternity leave where there is a valid medical reason for the absence relating to the employee's pregnancy, and such a condition exists and, if applicable, earned sick leave entitlement may be used, subject to written receipt of the physician's certificate.
- d) Notwithstanding the above provisions, the College shall continue to make its contributions toward the premiums for group benefits during the period of a Maternity/Parental/Adoption Leave, provided that the employee does the same.
- e) Notwithstanding the above provisions, annual vacation, sick leave, and salary increment entitlement will continue to accrue for the approved Maternity/Parental/Adoption Leave period.
- f) An employee who resumes employment on the expiration of a Maternity/Parental/Adoption Leave shall be reinstated in all respects in the position previously occupied by that employee or in a comparable position and with all changes to salary and benefits to which she would have been entitled had the leave not been taken.

#### **14.3 Supplemental Employment Benefit for Maternity and Parental Leave**

1. ~~Effective December 1, 2005, w~~When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
  - (a) **For up to fifteen (15) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of their salary calculated on average base salary.**
  - (b) **For up to a maximum of thirty-five (35) weeks of parental leave, the legally recognized parent who is caring for the child may receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of the employee's salary calculated on the employee's average base salary.**

- (c) **Where the legally recognized parent who is caring for the child elects the Employment Insurance Extended Parental EI benefit, for a maximum of sixty-one (61) weeks, the parent shall receive the same total SEB benefit amount received under Clause 14.3 1(b), spread out and paid over the longer period. Payroll will make this calculation.**
- (d) **Provided the employee received SEB as per Article 14.3 1 (a), (b) or (c), for the two (2) weeks of leave, where no EI benefit is paid, the employee shall receive seventy-five (75%) of the employee's salary calculated on their average base salary.**
- ~~a) For up to fifty two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of her salary calculated on her average base salary.~~
- ~~b) For up to a maximum of thirty seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy five percent (75%) of the employee's salary calculated on her average base salary.~~
- e)e) The average base salary for the purpose of Clauses 1 (a) and 1 (b) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- 2. An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- 3. (a) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.  
 (b) Should the employee fail to return to work and remain in the employ of the employer for the return to work period in (a) above, the employee shall reimburse the employer for the benefits above on a pro-rata basis.

9. ARTICLE 17 GROUP BENEFITS

17.2 Health Care Benefits

...

c) Medical Services Plan of British Columbia, ~~single, couple, or family coverage, at a cost of one hundred percent (100%) of the premium;~~ **has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.**

...

f) vision care insurance, single or family coverage, at no cost to the employee. One hundred percent [100%] reimbursement to ~~two hundred and fifty dollars [\$250], effective January 1, 2016 three hundred dollars [\$300] and January 1, 2019 four hundred and fifty dollars [\$450]~~ **\$500** maximum every two [2] years. \*

...

h) Hearing aid benefit claims will be to a maximum of ~~six hundred dollars (\$600)~~ **one thousand dollars [\$1000]** every five (5) years. \*

\* Improvements to these benefit levels will be effective July 1, 2020.

10. The following revisions will be made to Appendix A:

a) PRESCRIPTION DRUGS (part of Extended Health Care)

~~Effective one month following the date of ratification, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.~~

b) *Vision Care:* Frames and lenses or contact lenses to a maximum of ~~\$250 (effective January 1, 2016 \$300, and January 1, 2019 \$450)~~ **\$500** during any 24 consecutive months and ~~\$75.00 (effective January 1, 2018 \$100 every two years for vision exams.~~

c) *Paramedical Services:* Treatment up to a maximum of \$500 per specialty per calendar year for the services of a certified, registered or licensed:

- Chiropractor
- Osteopath
- Psychologist
- Physiotherapist
- Acupuncturist (effective January 1, 2017)
- Social Worker
- Naturopath
- Speech Therapist
- ~~Masseur~~ **Massage Therapist**
- Podiatrist or Chiropodist\*
- Clinical Counselor



- d) X-rays: ~~\$50 (effective January 1, 2016 \$60)~~ per specialty per calendar year for a Chiropractor, Naturopath, Osteopath or Podiatrist/Chiropracist\*.

\* Maximum for treatment and x-rays is combined.

- e) *Hearing Aids*, excluding batteries and repairs, subject to a maximum of ~~\$600~~ **\$1000** in any period of 60 consecutive months.

*The remainder of Appendix A will be unchanged.*

*While not to be included in the collective agreement, effective July 1, 2020, where a per visit limit for paramedical services applies, employees will be eligible for reimbursement of \$20 per visit for the first 5 visits.*

**11. Article 21.2 – Trial Period: Internal Job Postings**

When a Regular, Term or Auxiliary employee has been offered a position as a result of the internal job posting process as per Article 21.1, she will be required to complete a ~~three (3)~~ **four (4)** month trial period in the position. However, the ~~College President~~ **Executive Director, Human Resources, or designate**, shall have the option of further extending this trial period by an additional ~~three (3)~~ **two (2)** months.

*The remainder of the article will be unchanged.*

**12. The following Letters of Understanding will be renewed:**

**LOU # 2 – Lab Assistants**

**LOU # 4 – Restricted Application of Collective Agreement – International Education Assistant**

**LOU # 5 – Workplace Practicum**

**LOU # 6 – International Projects and Marketing Specialist Coordinator**

**LOU # 7 – Information Officer/Recruitment**

**13. The following Letter of Understanding will be added to the collective agreement and numbered as LOU#9:**

**LOU # 9 re: Restricted Application of Collective Agreement – School Works & Summer Works Coordinators and Farm Works**

14. *The following Letter of Understanding will be added to the collective agreement:*

**Letter of Understanding # X**

**Re: Fire and Compliance Administrator**

The parties agree to the restricted application of certain provisions of the Collective Agreement with respect to the position(s) of Fire and Compliance Administrator.

For the two periods of January 1 to February 15 inclusive and May 15 to June 30 inclusive each calendar year only, the provisions of the Collective Agreement that shall not apply as written in the collective agreement to this position include Article 2.5 (e) (Part-time Employees), Article 7.9 (Working at Home), Article 8 (Hours of Work), Article 8.5 (Workplace Flexibility), Article 9 (Shift Differential), and Article 10 (Overtime).

The parties acknowledge that the two periods outlined above are intended to reflect periods during which travel is required to attend the PRO Board conference and certain trade shows/conferences. Should the dates of these events change, the periods may be shifted accordingly by the College.

Those Articles shall be varied/replaced as follows:

**Article 2.5 (e): Part-time Employees**

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

**Article 7.9: Working at Home**

This article shall not apply to this position.

**Article 8: Hours of Work**

8.1 The work week is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with, and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week to accommodate travel and responsibilities associated with attendance at assigned functions or events.

**Article 8.5: Workplace Flexibility**

Workplace flexibility shall not apply to this position.

**Article 9: Shift Differential**

Shift differential shall not apply to this position.

**Article 10: Overtime**

10.1 Overtime shall apply to hours worked in excess of two hundred and ten (210) hours in a six-week period, when travel is involved, and shall be compensated at one and one-half times an employee's regular rate of pay. Such accrued overtime shall be taken as time off in lieu according to a schedule approved by the employer.

## SCHEDULE B

*The following are language changes that were previously agreed between the parties in negotiations to date. The parties agree that these form part of this schedule and Memorandum Of Settlement.*

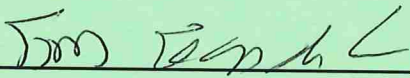
	<b>Decription</b>	<b>Date signed</b>
1	Gender Neutral Pronouns	January 22, 2020
2	Schedule C – Economic Stability Dividend	January 22, 2020
3	LOU 1 – Voluntary Workload Reduction LOU 8 – Residence Supervisor	March 5, 2020
4	Article 14.5 – General Leaves	March 5, 2020
5	Article 30 – Eligibility for Internal Postings	March 6, 2020
6	Article 13.2 – Bereavement Leave	March 6, 2020
7	Letter of Understanding – Term Employees – Vacation, Extended Health and Dental Benefits	March 6, 2020
8	Article 2.7	March 6, 2020
9	Article 14.6 – Leave Respecting the Death of a Child Article 14.7 – Leave Respecting the Disappearance of a Child	March 6, 2020
10	Article 14.8 – Compassionate Care Leave	March 6, 2020

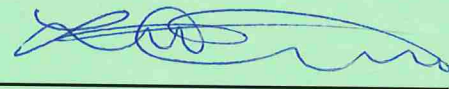
**HOUSEKEEPING PROPOSAL**

**Gender Neutral Pronouns - Housekeeping**

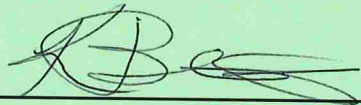
Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.

**FOR COLLEGE OF THE ROCKIES**

  
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**FOR CUPE, LOCAL 2773**

  
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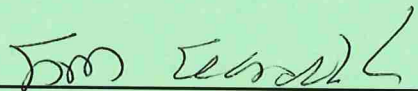
  
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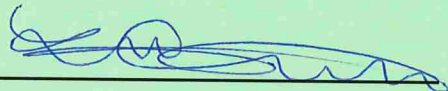
**HOUSEKEEPING PROPOSAL**

**Economic Stability Dividend - Housekeeping**

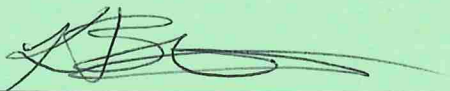
*Delete Schedule C and all other references to the ESD throughout the Collective Agreement.*


**FOR COLLEGE OF THE ROCKIES**

  
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**FOR CUPE, LOCAL 2773**

  
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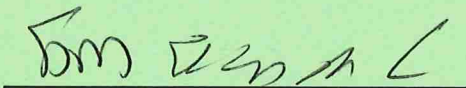
  
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*The Parties agree to renew the following LOUs:*

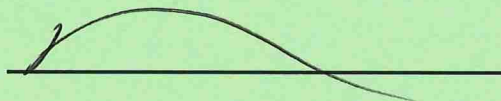
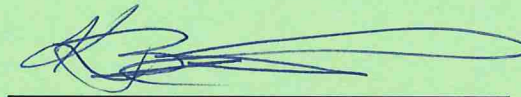
**LOU # 1 – Voluntary Workload Reduction**

**LOU # 8 – Residence Supervisor**

**FOR COLLEGE OF THE ROCKIES**



**FOR CUPE, LOCAL 2773**



The Parties agree to amend the following Article as written below:


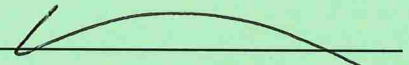
**Article 14.5 - General Leaves**

A regular or term employee may request a general leave of absence without pay and benefits and without loss of seniority. The request, ~~where practicable~~, shall be made in writing **to the Executive Director, Human Resources, or designate, shall include an expected start date and duration, and be submitted** in advance of the leave. The request shall be considered on its individual merits and the ~~President~~ **Executive Director, Human Resources** or his designate shall make the final decision as to the approval of the general leave. Approval of such leave shall not be unreasonably withheld.

FOR COLLEGE OF THE ROCKIES

  
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FOR CUPE LOCAL 2773

  
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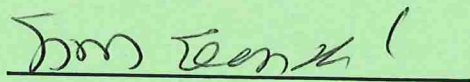
*The Parties agree to delete Article 30 from the collective agreement as it is considered redundant language:*

**Article 30 – Eligibility for Internal Postings**

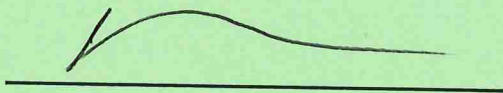
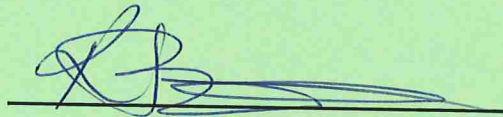
After working a minimum of 450 hours within the bargaining unit, Auxiliary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position.

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

**FOR COLLEGE OF THE ROCKIES**



**FOR CUPE, LOCAL 2773**



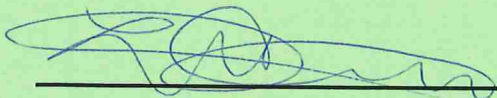


The Parties agree to the following changes to article 13.2:

**13.2 Bereavement Leave**

- a) In the event of a death in the immediate family, (parents, spouse (including common-law spouse), common-law children, common-law parents-in-law, brother, sister, child, step child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild) or any other person living in the same household, a regular or term employee not on a leave of absence without pay shall be eligible for a bereavement leave with pay for a maximum of five (5) ~~consecutive~~ working days, ~~one of which must be the day of the funeral.~~ **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of any subsequent memorial service.** Bereavement leave may be granted by the ~~Manager of Executive Director~~ Human Resources, **or designate**, in the event of the death of another individual, depending upon the specific circumstances presented.

**FOR COLLEGE OF THE ROCKIES**

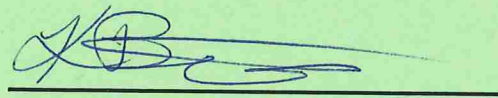


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**FOR CUPE, LOCAL 2773**



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The Parties agree to add the following LOU to be added to the collective agreement:

Letter of Understanding

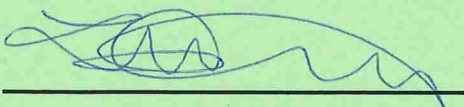
RE: Term Employees – Vacation, Extended Health and Dental Benefits

Where a term employee is appointed to a position that is for a period of twelve months or longer the employee will have the choice of:

1. Sixteen percent (16%) calculated on her/his total wages in lieu of such benefits, including annual vacation pay, or
2. Three weeks paid vacation, Extended Health/Vision and Dental; Life Insurance and Accidental Death and Dismemberment.
3. The enrollment rules for the benefit plans will be applied as per the current policy in place for the CUPE division.

If the employee decides to take the sixteen percent in lieu of benefits this decision will be binding for the duration of the term appointment.

**FOR COLLEGE OF THE ROCKIES**




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Tom Wood

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**FOR CUPE, LOCAL 2773**



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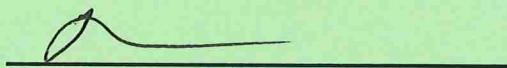
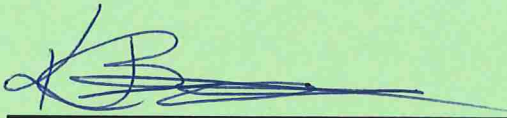
*The Parties agree to amend Article 2.7 as follows:*

- 2.7 A word used in the feminine gender also applies in the masculine gender, and vice versa, unless the context requires otherwise. The parties agree that the Collective Agreement be recognized as gender neutral.

**FOR COLLEGE OF THE ROCKIES**



**FOR CUPE, LOCAL 2773**





The Parties agree to add the following articles to the collective agreement:

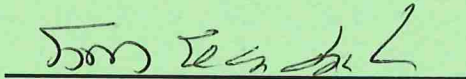

**14.6 Leave Respecting the Death of a Child**

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

**14.7 Leave Respecting the Disappearance of a Child**

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

**FOR COLLEGE OF THE ROCKIES**



**FOR CUPE, LOCAL 2773**



The Parties agree to add the following article to the collective agreement:

**14.8 Compassionate Care Leave**

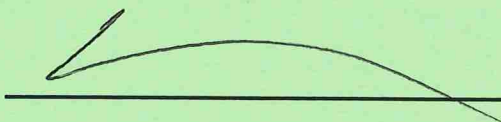
In accordance with the *Employment Standards Act of B.C.*, an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

**FOR COLLEGE OF THE ROCKIES**

**FOR CUPE, LOCAL 2773**



## SCHEDULE C

*The following are changes to the Collective Agreement agreed to by the Parties in relation to the Service Improvement Allocation:*

a) *The Parties agree to the following changes to Letter of Understanding # 3:*

### **LOU # 3 – Student Employment**

The Parties hereto recognize the value in assisting students in obtaining practical work experience as part of the educational process. The Parties therefore agree that students can only be employed to supplement and complement the services provided by support staff employees and not for the purposes of eroding the scope of the bargaining unit by displacing or replacing Regular and Term support staff employees.

1. The employer agrees that student employment will be utilized only to accomplish specified work requirements of a limited duration. Therefore, the Parties agree that the total number of students employed during any one calendar year shall not exceed ~~four (4)~~ **six (6)** full-time equivalents (students employed by the College per year) with the maximum duration of any one Auxiliary placement not to exceed two hundred and eighty (280) work hours in a calendar year. The Union will be advised of all student employees, their duties and responsibilities, their duration and location of employment ~~every three (3) months~~ **at the beginning of each semester**. This may be varied subject to agreement in writing between the Parties.

This Letter of Understanding does not prevent the Parties, by mutual written agreement, from participating in Federal or Provincial initiatives for student employment over and above the ~~4~~ **6** - FTE's mentioned above.

2. Students may be hired within one of the following categories:

Student Opportunities Fund Students  
Auxiliary Students

3. If the student is hired for a period of three (3) months or longer at greater than 14 hours per week, the student will be a Term employee. Otherwise, ~~they she~~ will be an Auxiliary employee.
4. The hiring of students will not result in the layoff of bargaining unit employees nor will it affect the recall opportunities of bargaining unit employees. The employment of students shall not reduce the normal use of Auxiliaries.
5. The College agrees to provide adequate supervision of student employees in the performance of their assigned duties.
6. **Auxiliary students will be paid the British Columbia Provincial minimum wage plus 8% in lieu of benefits.** ~~Auxiliary students will generally be paid the following the minimum wage in effect in the province of B:~~

Effective July 1, 2015<sup>1</sup>: ~~\$11.26 + 8% in lieu of benefits~~

- ~~Effective May 1, 2016<sup>1</sup>: \$11.31 + 8% in lieu of benefits~~
- ~~Effective July 1, 2016<sup>1</sup>: \$11.37 + 8% in lieu of benefits~~
- ~~Effective May 1, 2017<sup>1</sup>: \$11.48 + ESD\* + 8% in lieu of benefits~~
- ~~Effective July 1, 2017<sup>1 2</sup>: \$11.54 + 8% in lieu of benefits~~
- ~~Effective May 1, 2018<sup>1</sup>: \$11.66 + ESD\* + 8% in lieu of benefits~~
- ~~Effective July 1, 2018<sup>1 2</sup>: \$11.72 + 8% in lieu of benefits~~
- ~~Effective May 1, 2019<sup>1</sup>: \$11.84 + ESD\* + 8% in lieu of benefits~~

<sup>1</sup> Effective the first day of the first full pay period after the date.

<sup>2</sup> Rates may be adjusted depending on the ESD\*. See Schedule 'C' for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

\* See Schedule 'C' for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

7. The Parties agree to review, at the request of either party, the implications of this Letter of Understanding through the Labour/Management Committee.
8. Student Opportunities Fund students will be those hired through the Student Opportunities Fund and will not be in the bargaining unit.
9. Auxiliary students will be students hired to perform specified work experience related to their education. These students will be Auxiliary employees and will be paid as per the rate in #6 above.
10. All disputes regarding the use of student employees shall be subject to the grievance procedure starting at Step 3.

*b) The Parties agree to add the following Letter of Understanding to the collective agreement:*

**Letter of Understanding # 1 (NEW)  
Student Enhancement Auxiliary Fund (SEAF)**

**(a) PURPOSE**

**The Parties agree to create a Student Enhancement Auxiliary Fund ("Fund") to encourage and support special projects or initiatives aimed at tangibly improving services to students at College of the Rockies.**

**The Parties agree that the Fund should be used to strengthen the College's focus on students by providing increasingly relevant, accessible and comprehensive services.**

**(b) FUNDS**

**The Fund will consist of funds as follows:**

**Year 1: \$14,500**

**Year 2: \$29,500**

**Year 3: \$45,000 \***

**\* The Fund is expected to accrue annual contributions at this level thereafter.**

Funds not allocated within a calendar year will be carried over for one year only. The intent of the Parties is to carry over the funds from year 1 (\$14 500) to year 2 for the purpose of focusing the Committee in establishing the administration of the Fund and raising awareness within the CUPE membership.

**(c) FUND EXPENSES:**

The Fund may be used for:

- auxiliary support to backfill a CUPE member who will work directly on the SEAF project or initiative
- CUPE auxiliary support towards SEAF projects or initiatives that provide specific supports for students

**(d) THE COMMITTEE & PROCESS**

The Student Enhancement Auxiliary Fund Committee ("Committee") will be comprised of the CUPE 2773 president, one elected CUPE 2773 member, the VP Academic or designate, and the Executive Director, Human Resources or designate.

The Committee will meet at set intervals, normally in November and May each year. Additional meetings may be scheduled in order to consider special projects of a time sensitive or exceptional nature. The SEAF Committee shall determine relevant terms of reference for the operation of the committee.

The Committee will determine which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such determinations shall require majority support of the Committee.

CUPE local 2773 employees who have an interest in a project or initiative may apply for SEAF funding, with the support of their manager. Rationale, along with an Auxiliary Appointment Form, are to include all related supporting documentation required by the Committee to thoroughly assess the merits of the application.

In providing support for an application, the Committee will consider its impact on the delivery of services to students.

**(e) CRITERIA & PRIORITIES:**

The Committee will recommend applications for Fund monies based on the following criteria:

- the degree to which the proposed project improves direct service to students
- the degree to which the proposed special project overcomes existing obstacles to expand service to students
- the degree to which the proposed initiative positively impacts the student experience, including successful career outcomes



**The Fund may be used to enhance and/or expand services and supports for students. For example, but not limited to the following:**

- **Social media initiatives**
- **Regional invigilation services for distance education students**
- **Transfer credit opportunities**
- **Student-facing supports during peak and critical periods, such as orientation or graduation**
- **Service expansion related to new residence construction**
- **Support for high school dual credit expansion**

**It is understood that the Committee will determine future priorities and may agree to amend the foregoing where circumstances warrant.**