

COLLECTIVE AGREEMENT

between

CAMOSUN COLLEGE STUDENT SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 2081

January 1, 2006 – December 31, 2008

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1. GENERAL PURPOSE

- 1.01 In order to establish and maintain efficient operations and a harmonious relationship between the Employer and the employees, the Employer and the Union agree that the general purpose of this Collective Agreement is to establish an orderly collective bargaining relationship. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2. RECOGNITION

- 2.01 The Employer recognizes Local 2081 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
- 2.02 This Collective Agreement is fully applicable to all employees unless otherwise specified.
- 2.03 In the event there is a conflict between the requirements of this Collective Agreement and those of the Student Society's Rules, By-Laws, Standing Orders, and Administrative Policies, the requirements of the Collective Agreement shall prevail.

3. DEFINITION OF EMPLOYER

- 3.01 The term "Employer" shall refer to the Camosun College Student Society (CCSS) and the Nexus Publishing Society (NPS) and not to individual members thereof. "Employer" may refer to either one society or the other. In these cases the word "employer" will be preceded by the appropriate "CCSS" or "NPS" designation. The Employer shall notify the Union of the names of all duly elected representatives within two (2) weeks of the ratification of elections or appointments.
- 3.02 One Council member of the CCSS shall be appointed as Staff Liaison Officer to CCSS employees. One Director of the NPS shall be appointed as Staff Liaison Officer to NPS employees.

4. DEFINITION OF EMPLOYEES**4.01 Employee**

The term "employee" shall include all persons hired by the Employer according to the provisions of Article 35. For the purpose of this Agreement, the "Union" comprises all such employees.

- a. "Employee" may refer to employees of either the CCSS or the NPS Societies. In cases where there is a distinction to be made between the two, the word "employee" will be preceded by the appropriate "CCSS" or "NPS" designation.

4.02 Classifications of Employees

There shall be three (3) general classifications of employees:

- a. Permanent
- b. Continuing Term
- c. Replacement
- d. Temporary

4.03 Permanent Employees

This classification shall include all persons who are employed on a continuous or recurring basis. Permanent employees may be full time or part time. This classification shall include but not be limited to positions such as Nexus Managing Editor, Nexus Assistant Editor, CCSS Financial Coordinator and CCSS Office Resource Coordinator.

4.04 Replacement Employees

This classification shall include all employees who have been hired to replace any employee who is on vacation or approved leave. Replacement employees shall take on the responsibilities as per the job description of the replaced employee, and shall receive the wage and benefits of the replaced employee, unless stated otherwise, and shall be entitled to all rights and privileges of the replaced employee as per this agreement, unless stated otherwise.

4.05 Continuing Term

This classification shall include all employees who are employed on a continuous or recurring basis, but who have eligibility restrictions placed upon their terms of employment which may limit their permanence, e.g. a requirement to be a student at Camosun College. Permanent employees with restrictions may be full time or part time. This classification shall include but not be limited to positions such as Walk Safer Director, Peer Support Director, Women's Centre support staff and Handbook Coordinator.

4.06 Temporary Employees

This classification shall include all employees who have been hired to provide assistance for a particular project or to supplement area hours on a pre-determined basis. This classification shall include but not be restricted to positions such as election poll workers, and externally funded summer employees. They shall include:

a. Externally Funded Employees:

This category shall include all employees, except work study students, who are hired as a result of government or other agency funding.

5. MANAGEMENT RIGHTS; UNION PARTICIPATION

The Employer retains the right to manage the Society, to determine policy, procedures, bylaws and constitution of the Society and to direct the workforce accordingly. The Employer agrees to meaningful consultation with the employees through their elected representatives in the development of rules and policies which affect terms and conditions of employment or day to day performance of assigned duties and responsibilities. Management rights will be exercised in accordance with the provisions of this Agreement.

5.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

5.02 Staff Representation

- a. The employees shall elect a Staff Representative who shall have the right to attend all meetings of the Student Council and Special and Annual General Meetings of the Society with voice and no vote and with no loss of pay to the employee concerned.
- b. Where the subject to be discussed in Council concerns labour relations matters, and that discussion is held in camera, the Staff representative shall physically absent him/herself from that portion of the meeting. Labour relations matters shall include, but not be limited to grievances and contract negotiations.
- c. Where an in-camera session involves disciplinary action against an employee, Job Steward or a Union representative shall have the right to address that session and answer questions on the matter, but shall not be present for the vote on the matter.
- d. The Employer agrees to participation by employees, in accordance with job responsibilities, at all meetings and conferences of the Canadian Federation of Students. This shall include, but not be limited to: Federation General Meetings, Federation skills development and orientation sessions, and Provincial Executive meetings. Approval of one participant, selected by the staff, is automatic. Additional staff participation will be by approval of the CCSS Board. This

approval will not be unreasonably withheld. Employees may also attend other meetings and conferences when it is deemed to be in the best interests of the employer.

- e. Employees shall receive pay for attendance at meetings and conferences.

5.03 Significant changes to existing job descriptions shall be made by mutual agreement of the Union and the Employer. The CCSS employer shall handle all CCSS employee issues; the NPS employer shall handle all NPS employee issues. Where existing job duties are altered or the volume of work increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classification shall be negotiated between the Employer and the Union. Failing agreement, any dispute shall be referred to arbitration prior to any changes in job descriptions or classifications being implemented. The arbitrator shall have the power to determine the appropriate classification, job description and rate of pay effective as of the date of the job being changed.

5.04 A Working Conditions Committee shall be constituted of the Employer's Staff Liaison Officer and the Union Job Steward or Union representative.

- a. The purpose of this committee shall be to maintain communication and to promote cooperation between the employees and the Student Council. It shall include within its terms of reference any matter concerning the administration of this Collective Agreement.
- b. The committee shall meet at the call of either Party.
- c. Meetings of this Committee shall be scheduled by mutual agreement during working hours with no loss of pay or benefits to the employee(s) concerned.
- d. Notice of meetings of the Working Conditions Committee shall be circulated in the workplace two days before any meeting of this Committee.
- e. **Circulation of Agreements Reached**
When matters are discussed at meetings of this Committee, a signed memorandum shall be made of any tentative agreement reached. Any such agreement shall not be considered binding until both parties have voted on the matter.
- f. **Unresolved Disputes**
Disputes not resolved in the Working Conditions Committee shall be referred to Step 2 of the Grievance Procedure as set out in 40.
- g. **Confidentiality**
Transfer of information shall be confidential in accordance with Article 7.

- 5.05 **Resolutions and Reports of the Employer**
Any reports or recommendations about to be made to Council dealing with matters of policy and/or conditions of employment which may effect employees within the bargaining unit, shall be communicated in writing by the Staff Liaison Officer to the Union at least forty-eight hours in advance in order to afford the Union a reasonable opportunity to consider them, and if deemed necessary, of speaking to them when they are dealt with by Council. This paragraph does not apply to reports or recommendations to Council in-camera under paragraph 5.02(b) of this.
- 5.06 **Creation of a CCSS Office Collective**
a) Decisions about the prioritization of work and scheduling shall be facilitated by an office collective consisting of the Director of Operations, Office Resource Staff, Student Services Coordinator, Staff Liaison Officer, and one other member of the personnel committee.
b) This Committee shall have delegated authority to make necessary decisions in the absence of the Board of Directors.
- 5.07 **Supervision of Workstudy Students**
The Office Resource Staff and Nexus editors shall be the supervisors of record for all work study positions.
- 5.08 **Office Space**
There shall be an office with a computer and a phone for the exclusive use of the Resource Staff.
- 5.09 **Posting of Office Hours**
Staff of the Camosun College Student Society will post their office hours in a conspicuous place in the Society's offices.
6. **NO DISCRIMINATION**
- 6.01 **Human Rights**
The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, national origin, political or religious views, sex or sexual orientation, disability, family status, appearance, or whether she/he has children.
- 6.02 **Personal Rights**
The Employer and its representatives agree that the rules, regulations, and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition, the Employer or individual Council members shall not harass, belittle, usurp or interfere in the work of employees.

Employees will not be asked or required to do personal work for representatives of the Employer.

6.03 **Sexual Harassment**

The Employer recognizes its responsibility to maintain a discrimination free workplace.

- a. **Definition:** Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature which adversely affects the working environment. It includes, but is not limited to:
 - (i) sexual solicitation or advance made by a person who knows or reasonably ought to know that such solicitation or advance is unwanted;
 - (ii) implied or expressed promise of reward for complying with a sexually-oriented request;
 - (iii) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial opportunity for a refusal to comply with a sexually-oriented request;
 - (iv) sexually-oriented remarks or behaviour on the part of a person who knows or reasonably ought to know that such remarks or behaviour may create a negative psychological or emotional environment for work or study.
- b. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- c. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

6.04 **Personal Harassment**

- a. **Definition:** Personal harassment shall be defined as any comments or actions deliberately designed to demean or belittle an individual or to cause personal humiliation.
- b. Cases of personal harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

6.05 **Trade Union Activity**

The Employer will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.

6.06 **Personal Opinions**

No employee shall be disciplined for voicing personal opinions on the policies or business of their Employer in the performance of their duties and responsibilities.

- 6.07 Employees have the right to follow their conscience and refuse to handle, produce, dispatch or use in any way goods or services deemed to be boycotted or "hot" by the B.C. Federation of Labour or by C.U.P.E. No Employer can discipline or penalize employees for exercising this right and principle of social justice.

7. EMPLOYEE INFORMATION & CONFIDENTIALITY

7.01 **Employee Information:**

- a. An employee shall have access to all books and records pertaining to his/her employment with the Employer. The Employer may add written comment to these. The employee shall be informed within two working days of any addition to these records, and she/he shall have the right to include his/her written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
- b. **Limited Access**
Access to an employee's records shall be limited to the Employer's Personnel Committee, Staff Liaison Officer, the employee, and the Job Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union. Such records shall be stored in a secure, locked and separate filing cabinet.
- c. **Personal Information Reporting**
The Employer shall not give any personal information (either verbally or in writing) about an employee to anyone without the permission of the employee concerned

7.02 **Confidentiality**

Where the Collective Agreement calls for confidentiality on the part of the Employer or the Union, the following shall apply:

- a. **On the Part of the Employer**
The Employer shall restrict the transfer of all information related to the matter to seated members of the appropriate Society, either CCSS or NPS, depending on the employee in question. If discussion is necessary in a meeting of either Society, it shall be "in-camera". If legal advice is necessary, the Staff Liaison Officer will inform the Union of the reasons for such consultation, and will provide the name of the lawyer. It is understood

that the Employer will impress upon such lawyer that the matter remain confidential.

b. **On the Part of the Union**

The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union Public Employees may be approached. It is understood that the Union will impress upon such people that the matter remain confidential.

8. UNION SECURITY

8.01 **Union Shop**

All employees at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment.

8.02 **New Employees**

As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.

8.03 **Notification of the Employer**

The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:

- a. A list of employees, showing their names, addresses and employment status and ranked according to seniority.
- b. The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.
- c. The Employer shall notify the Union in writing within one (1) working day when any employee has been laid-off, discharged, suspended, or given a written warning.

8.04 **Conflict of Interest**

An employee may not be an elected student member of the Society by which she is employed, but employees may become and maintain membership in either Society. To be eligible to become an employee of either Society, an elected member must first resign his/her elected position with the Society.

8.05 **No Contracting Out**

The Employer shall not contract out bargaining unit work unless mutually agreed. Only employees hired according to the process specified in Article 35 (Hiring, Transfer and Recall) may perform bargaining unit work except when a person who is

not an employee as defined in this Agreement has been requested to work on a volunteer and emergency basis by the members of the Union or their representative.

8.06 Workstudy and Bargaining Unit Work

The Union acknowledges that workstudy students may do some work of the bargaining unit under supervision of unionized staff. The employer recognizes that workstudy positions will be disallowed if their use infringes upon the job security of the bargaining unit members.

9. CHECK OFF

9.01 Authorization

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessments deduction. A copy of this authorization shall be forwarded to the Union.

9.02 Deduction of Dues

Dues shall be deducted from the first payroll of every month in accordance with Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the twelfth (12th) day of that month, accompanied by a list of names, addresses and classifications of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Union. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a month, for any delay other than those caused by Acts of God and postal disruption in remitting the sums listed in this within the time period as specified in this .

9.03 Dues Receipt

At the same time as Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each employee in the previous year.

9.04 Notification

The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

10. UNION ACTIVITY

10.01 Contacting at Work

The elected representatives of the Union shall have the right to contact employees at work on matters respecting this Collective Agreement and its administration. The Union agrees that there will be no undue disruption of work.

10.02 Leave for Union Functions**a. Paid Leave for Union Functions**

Upon written notification to the Employer, an employee elected or appointed to represent the Union at conventions shall be granted leave of absence with pay and benefits. Such leave shall be limited to a total of ten (10) working days per year for the bargaining unit as a whole. Any unused days may be carried forward to the following year to a maximum total of twenty (20) working days.

b. Unpaid Leave of Absence for Union Functions

A leave of absence without pay but without loss of benefits shall be allowed employees to attend executive and committee meetings of the Union, its affiliated or chartered bodies, and any labour organizations to which the Union is affiliated. Such leave shall be limited to twenty (20) days per year for the bargaining unit as a whole. Any unused days may be carried forward to the following year to a maximum total of forty (40) working days.

c. The Union shall notify the Staff Liaison Officer of the names of its delegates and alternates at least one (1) week before such leave begins.

10.03 Leave of Absence for Public Service

a. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.

b. An employee who is elected to public office shall be allowed leave of absence during his/her term of office for a period of up to five (5) years. The employee so elected shall give one (1) month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and she/he shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

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

10.04 **No Loss of Pay**

A Steward may investigate and process grievances during regular working hours, without loss of pay or benefits. The Union agrees that there shall be no undue disruption of work.

10.05 **Services and Supplies**

The Employer agrees to arrange to provide the Union with access to the College printshop and with office supplies at the same rates and costs charged to Camosun College Student Society.

11. STEWARDS & OTHER UNION REPRESENTATIVES

11.01 **Recognition**

The Employer recognizes the Stewards, the members of the Union's Grievance Committee, members of the Hiring Committee or any other committees established by the Union, and the Council Staff Representative elected by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.

11.02 **Meeting the Employer**

- a. When the Staff Liaison Officer wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.
- b. When an employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. Council members, the employee shall inform the Steward for the attention of the Staff Liaison Officer.
- c. Where an in-camera session of Council involves disciplinary action against an employee, the Job Steward or a Union representative shall have the right to address that session and answer questions on the matter, but shall not be present for the vote on the matter.

11.03 **No Loss of Pay**

Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiating, conciliation, mediation and arbitration. All time spent in performing these Union duties shall be considered time worked. The Union agrees that there shall be no undue disruption of work..

11.04 **Notification by the Union**

The Union shall regularly notify the Employer, in writing, of the names of its Local executive, Stewards and Grievance Committee members, and of its representatives on the Hiring Committee, Working Conditions Committee and any other committees established by agreement between the Parties.

11.05 Times scheduled for negotiations by mutual consent that take place after 5:30 p.m. shall be without pay.

11.06 The Employer shall budget for Temporary Employee coverage in the Job Steward's budget area. This item will be set at two (2) hours per week to be used on an on call basis. The purpose is to provide replacement staff, as required, when the Job Steward is absent on Union business.

12. UNION MEETINGS

12.01 The Employer shall ensure that employees' schedules do not conflict with monthly Union meetings.

13. UNION LABEL

13.01 In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.

13.02 The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer and it shall appear on all matter printed by a member of the Union.

13.03 Other locations and uses of the Union label shall be by mutual consent of the Parties.

13.04 The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all the terms and conditions of this Agreement.

13.05 Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

14. UNION INFORMATION

14.01 Copies of Agreement

The Employer shall provide each new employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Employer shall provide all employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this agreement has been signed by the Parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer, and all work shall be performed by Union labour in a Union shop.

14.02 One Hour Explanation

The Employer agrees that a member of the Union's local executive or the Job Steward shall be given an opportunity during regular working hours to interview each new employee within the first month of his/her employment for the purpose of acquainting the employee with the benefits and obligations of Union membership and his/her responsibilities and obligations to the Employer and the Union.

14.03 Prospective Employees

When the Employer supplies information about potential employment in the bargaining unit it shall include a brief statement about the Union, prepared by the Union at the Union's expense. Orientation information supplied by the Employer to acquaint students with the operations of the Employer which contain statements about the manner in which these operations are staffed shall be by mutual consent of the Parties.

15. BULLETIN BOARD

15.01 The Employer agrees to provide one (1) Union bulletin board per campus in a permanent and prominent location mutually acceptable to the Union and the Employer. The bulletin board shall be used by the Union to convey information to its members.

16. PICKET LINES

16.01 The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.

16.02 Where an employee is not reporting for work as the result of an established picket line, she/he shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.

16.03 The Employer agrees that is shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.

16.04 **Working Conditions Meeting**

a. In the event that the Employer and/or the Union receives notification

(i) that a trade union has established a picket line at any entrance of any campus of Camosun College, or

(ii) that an employer has served a lock out notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line,

the Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the Camosun College Student Society.

b. This meeting shall be convened within one (1) working day of receiving such notification. The provisions of 5.04(d) shall not apply.

16.05 The purpose of this is to promote a high level of co-operation between the Union and the Employer. Both Parties recognize that labour/management disputes at the College have a capacity to produce difficult ethical and moral questions for all members of the College community. The Student Society recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring the staff to perform work for members of the Student Society which would be in direct support of or opposition to either Party of a labour/management dispute at the College.

16.06 **Political Action**

No employee shall be disciplined for participation in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies, or any other labour body. Such employees shall be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

17. STAFF MEETINGS

17.01 **Staff Meetings**

The Employer may authorize staff meetings to discuss the programs and activities of the Society. Such meetings are paid time. Unless otherwise mutually agreed, such meetings shall not amount to more than one (2) hour per week, and shall not occur in the week of the Union meeting (Article 12).

17.02 **Staff Workshop**

The Employer will authorize employees to take one (1) day per year as a staff workshop, as paid time.

18. HEALTH, SAFETY & ENVIRONMENT

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible of pollution.

18.01 **Health & Safety Committee**

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

b. **Function**

The function of the Health & Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Upon the recommendation of this Committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health or safety hazards in the workplace.

c. **Access to the Workplace**

Union staff or Union Health & Safety advisors or consultants shall be provided access to the workplace, if required, to attend Health & Safety Committee meetings or for inspecting, investigating or monitoring the workplace, at the request of the Union. Each Party agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health & Safety advisors and/or consultants.

d. **Failure to Agree**

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

- e. **Failure to Implement**
The Employer's failure to implement a recommendation of the Health & Safety Committee shall be a violation of this Agreement and therefore subject to the Grievance Procedure.

18.02 **Pay & Time Off Provisions:**

- a. **Health & Safety Committee Pay Provisions**
Time spent by the Union representative on the Health & Safety Committee in the course of his/her duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- b. **Health & Safety Training**
The Union representative to the Health & Safety Committee shall be entitled to up to five (5) days Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

18.03 **Proper Training**

Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure the health and safety of the employee and/or the safe operation of the equipment. The Employer shall grant, upon written request of an employee, Health & Safety Leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the employee and the safe operation of equipment. Such training and instruction shall take place within a reasonable period to time without reduction of hours of work or rates of pay.

18.04 **Rights of Employees**

- a. **Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he has grounds to believe that it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Health & Safety Committee and the matter has been satisfactorily resolved.

- b. **Injury Pay Provisions**

An employee who is injured in the execution of his/her duties and is required to

leave for treatment or is sent home as a result of injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive his/her regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

***Compensable Injury:* An employee who has incurred a compensable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.**

***Non-compensable Injury:* An employee who has incurred a non-compensable injury shall be entitled to sick leave and benefits.**

c. **Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident, in the performance of their duties, shall be at the expense of the Employer.

18.05 **Responsibilities of the Employer**

a. **Safety & Health Records, Reports and Data**

The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.

b. **Protective Equipment**

The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

c. **First Aid Equipment**

The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board or as specified by the Health & Safety Committee. The location of such equipment shall be made known to each employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

18.06 Workers' Compensation and Liability Insurance: The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

- a. An employee who is prevented from performing his/her regular work with the Employer on account of an occupational accident or illness which is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and his/her regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and

benefits of this Agreement. In order to receive this 'top-up', the employee shall assign his/her Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

- b. An employee receiving payment for compensable injury under Workers' compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans including the savings plan.
- c. If the laws and regulations pertaining to taxation of benefits under this change, this may be reopened upon request of either Party.
- d. An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position.

18.07 **Health & Safety Grievances**

Nothing in this shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this Agreement for violation of this . Where the grievance involves a question of the general application or interpretation of this, steps #1 and #2 of this grievance procedure may be bypassed at the discretion of either Party.

18.08 **Computer Safety**

The Employer and the Union recognize that any introduction of computer technology creates health and safety concerns that are difficult to resolve, in part because of the limitations of what is known about long-term effects. Both Parties acknowledge a desire to maintain a high level of standards, and agree that the Health and Safety Committee may establish higher standards than those referred to in this . The term 'computer systems' refers to hardware, software, related peripherals, furniture, and equipment used in any process involving computers.

- a. **Introduction of Computer Systems**
No computer system, or individual units or components thereof, or any change in their function and operations will be introduced without prior negotiation and agreement with the Union.
- b. **Standards**
The minimum health and safety standards shall be those established by the Workers' Compensation Act and Regulations.
- c. **Eye Examinations**
An employee who normally works ~~a majority of their time~~ with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer. The Union shall be provided with a copy of the results. Either Party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the

Union. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part, by the employee's use, at work, of a display terminal.

d. **Alternate Work Assignment**

Employees working with computer systems shall have a ten (10) minute period of alternate work from terminal use during every hour worked in front of a screen (fifty (50) minutes on, ten (10) minutes off).

e. **Pregnancy Transfer**

Any pregnant employee shall be offered alternate employment during the term of her pregnancy without loss of hours, wages, or benefits. The Staff Liaison Officer and the Job Steward, in consultation with affected staff, shall ensure that such alternate employment is found. Where possible, such alternate employment will be created by a temporary job-sharing arrangement with other staff functions.

19. TECHNOLOGICAL AND OTHER CHANGES

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

19.01 **Definition of Displacement**

Any employee shall be considered displaced by technological change when his/her services shall no longer be required in the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment diminishing the total number of employees required to operate the equipment in which she/he is employed.

19.02 **Notice**

Before such changes come into effect, the Employer will provide the Union with at least four (4) months' notice of intention to introduce automation, equipment or procedures which might result in changes to hours of work or changes in job classification. Such notice shall be in writing and include all of the following:

- a. The nature of the proposed change.
- b. The date upon which the Employer proposes to effect the change(s).
- c. The employees who are likely to be affected by the change.
- d. The effect that the change is expected to have on working conditions and terms of employment.
- e. All other pertinent data relating to the anticipated effects on the employees.

19.03 In the event that an employee is displaced by technological, automation, or other changes, the following measures shall be taken:

- a. An employee who is rendered redundant or displaced from his/her job as a result of such changes shall have an opportunity to fill any vacancy for which she/he has seniority and which she/he is able to perform after being given a reasonable training period to acquire the necessary knowledge or skills, at the expense of the Employer. If there is no vacancy, the employee shall have the right to displace an employee with less seniority provided she/he is able to perform the job after being given a reasonable training period to acquire the necessary knowledge or skill, at the expense of the Employer.
- b. Where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall, at the expense of the Employer, be given a reasonable period of time without reduction of hours of work, or rates of pay, during which they may acquire the necessary skills required by such technological change.
- c. No additional employee shall be hired by the Employer until employees affected by technological change or employees on layoff have been notified of the proposed technological change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.
- d. Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either Party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the Employer until such determination is made, and then only in accordance therewith.

20. TRANSPORTATION AND PARKING

20.01 Transportation

- a. **Work After Dark:**
When an employee is required to work after 8:00 p.m. the Employer is required to pay for a taxi fare for the employee, to a maximum of thirty dollars (\$30.00) per occurrence..
- b. **Work Off Campus**
Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.
- c. **Automobile Allowance**
Any employee required to use their own vehicle on the Employer's business shall be paid at the current Camosun College rate per kilometre, with a minimum of two (\$2.00) dollars per trip.

Note: Different Article 20.01 c) provision for the Nexus in appendix 2.

d. **Business Insurance:**

Where the use of an employee's vehicle for the Employer's business requires the vehicle to be insured for business use, the Employer shall pay the difference in the insurance premiums.

20.02 **Parking**

Each Permanent Employee shall be entitled to receive a staff parking permit. For Permanent Employees who do not require a parking permit, the Employer shall reimburse the employee for the cost of monthly bus passes.

20.03 **Cell Phone**

The Camosun College Student Society Director of Operations shall be provided by the Camosun College Student Society a cell phone and that reimbursement shall be up to \$60.00 per month, excluding taxes, non plan charges, and any work related long distance calls.

21. **STAFF ROOM**

21.01 The Employer agrees to allocate space for a staff room for the use of employees in the plans for the future Student Union Building. The Employer further agrees to provide a sink with hot and cold running water, refrigerator, hot plate, couch, table and several chairs, all in good working condition, to furnish the room.

22. **OFFICE HOLIDAYS**

22.01 **Definition:** An Office Holiday is a day of time off with pay for all employees.

22.02 **Recognized Holidays:**

a. The Employer recognizes the following holidays:

- | | |
|----------------|--|
| New Year's Day | Thanksgiving Day |
| Heritage Day | Remembrance Day |
| Good Friday | December 24 |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | December 27 through 31 (Christmas Closure) |
| B.C. Day | 2 Floating Days |
| Labour Day | |

b. The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia, or designated by the College or the Camosun College Student Society.

22.03 Christmas Closure

When any of the Christmas Closure days of December 27 through 31 fall on an employee's scheduled day off, there shall be no provision for rescheduling time off.

22.04 Other Holidays

- a. For each other holiday, one weekday shall be designated an Office Holiday. Normally this would be:
 - (i) on the holiday, if it falls on a weekday; or
 - (ii) on an adjacent weekday, if it falls on a weekend; and
 - (iii) when the College observes it, if it does so.
- b. However, if the Union feels that such a scheduling would disrupt the provision of services in an unusual manner, it may designate an alternate day to be an Office Holiday.
- c. When any of these Office Holidays falls on a Permanent employee's scheduled day off, she/he has the option to receive holiday pay or to take equivalent paid time off. Time off must be taken within thirty (30) working days of the Office Holiday. The employee may determine when to take the time off, subject to the approval of the Staff Liaison Officer. Such approval shall not be unreasonably withheld.

22.05 Work on Office Holidays

- a. The Working Conditions Committee may require that an area maintain operations during an Office Holiday. The Union will make every effort to provide adequate staffing.
- b. An employee who is required and agrees to work on an Office Holiday may choose:
 - (i) pay at double (2X) time and one (1) paid day off; or
 - (ii) pay at straight time and two (2) paid days off.

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

22.06 Official College Closure

Should the College, or an area of the College, be officially closed temporarily due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees will continue to receive their regular wages. The parties will discuss and agree on alternative work arrangements.

23. VACATIONS**23.01 Vacation Pay for Continuing Term and Temporary Employees**

In lieu of vacation entitlement, Temporary employees shall receive, with each paycheque, vacation pay equal to four (4) percent of their gross earnings.

23.02 The remainder of this section shall refer to Permanent and Replacement employees.

23.03 Calendar Year:

The calendar year shall mean the twelve month period from January 1 to December 31 inclusive.

23.04 Permanent Employees Vacation Entitlement:

Permanent employees shall be entitled to an annual vacation with pay on the following basis, pro-rated for part-time employees:

a. First Calendar Year of Employment:

- (i) During his/her first calendar year of service, an employee shall earn one and one-quarter (1¼) working days vacation for each month worked, with the right to take days as they are accumulated.
- (ii) A probationary employee wishing to take vacation time must have the Job Steward forward the request to the Staff Liaison Officer for prior approval.

b. Subsequent Calendar Years of Employment

Year of Service	Vacation Entitlement
2nd	3 weeks
3rd	4 weeks
4th	4 weeks
5th	4 weeks
6th	5 weeks
7th	5 weeks
8th	6 weeks
9th	6 weeks
10th	6 weeks plus two days

Additional two (2) days vacation for every additional year to a maximum of eight (8) weeks.

This vacation time shall be credited on January 1st of each year and may be used at any time within the calendar year.

c. Vacation Entitlement Carryover

At the end of each calendar year an employee may carryover up to two (2) weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

d. **Pro-Rated Vacation Entitlement For Employees with Annual Layoff**

Vacation entitlement shall be pro-rated according to months worked.

Definition "month worked" shall be deemed to be one (1) calendar month or portion thereof.

23.05 **Replacement Employees**

a. **Vacation Entitlement**

A Replacement employee shall be entitled to vacation with pay for three (3) weeks per year, prorated according to the months worked pursuant to Article 23.04 d.

b. This vacation entitlement may be used at any time during the employee's period of employment. However, she/he must have the Job Steward forward the request to the Staff Liaison Officer for prior approval.

23.06 **Split Vacations**

An employee may take holidays in broken periods with the approval of Employer. No reasonable request shall be denied.

23.07 **Mandatory Vacation**

Starting with the second year of employment, an employee must take two (2) weeks vacation time off, or one-half (1/2) his/her vacation time owing, whichever is less.

23.08 **Termination**

If an employee is terminated, or if an employee terminates employment, his/her vacation entitlement shall be prorated to the actual time worked in that employment year. If the employee has exceeded this prorated allotment, the difference shall be deducted from the final pay cheques prior to termination.

23.09 **Notice of Vacation**

Fourteen (14) calendar days notice of vacation shall be given by each employee for vacation periods in excess of five (5) working days. In extenuating circumstances, such vacation may be approved with less notice.

23.10 **Conflict in Vacation Scheduling**

Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees within a specific area of work.

23.11 **Paycheques**

An employee may, upon giving fourteen (14) calendar days prior notice, receive on the last working day preceding commencement of their vacation, full pay to cover the period of vacation.

23.12 **Compensation for Holidays Falling Within Vacations**

An employee shall be granted an additional day's vacation with pay for any Office Holiday which is observed during his/her vacation.

23.13 **Approved Sick Leave During Vacation**

Where an employee becomes ill or suffers an accident while on paid vacation, she/he shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. Such illness or disability must be certified by a medical practitioner.

23.14 **Work During Scheduled Vacation**

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

23.15 At the discretion of the Employer, Replacement employee(s) shall be hired to provide vacation relief.

24. SPECIAL LEAVE

The Employer agrees that leave as outlined below will be granted with pay to Permanent and Replacement employees, unless otherwise specified herein. If any employee is on vacation or leave and becomes eligible for special leave as outlined in this , she/he shall be granted such leave and shall be credited with the appropriate number of vacation credits, and this will not be charged to other accrued time off. Such leave shall be by mutual consent of the Staff Liaison Officer and the Job Steward.

24.01 **Requests**

Requests for Special Leave shall be submitted to the Staff Liaison Officer a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit. Extenuating circumstances shall include but not be limited to domestic crisis, illness in the family, and compassionate leave.

24.02 **Court Duty (as a juror or witness)**

Such leave shall be granted for the actual time an employee is required to be in attendance at court plus a reasonable amount of travelling time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.

24.03 Leave for Court Appearance or Incarceration**a. Not Related to Employment**

In the event that an employee is accused of an offence which requires a court appearance, she/he shall be entitled a leave of absence without pay but without loss of seniority or benefits. In the event that the employee is jailed awaiting court appearance, she/he shall be entitled to an automatic leave without pay but without loss of seniority or benefits. If the employee is found guilty and sentenced, she/he shall receive a leave of absence without pay, seniority, or benefits for the period of incarceration. If the period of incarceration exceeds one (1) year, she/he shall be placed on the recall list upon release.

It is understood that the intent of this paragraph is to provide leave where required by an employee, not to condone criminal acts. This paragraph does not affect the Employer's right to discipline for just cause under 39, for reasons other than absence from work due to incarceration.

b. Related to Employment

In the event that an employee is accused of an offence and/or is incarcerated for actions taken at the behest of the Employer, she/he shall be entitled to a leave of absence with full pay and benefits and without loss of seniority for court appearances and/or the period of incarceration.

24.04 Change of Domicile

Such leave shall be granted to a maximum of one (1) day per move or change of domicile. Such leave must be taken within seven (7) days before or after the moving day.

24.05 Domestic Crisis and Illness in the Family

Such leave shall be granted to a maximum of five (5) days per occurrence, and to a maximum of ten (10) days per year. Additional paid leave under this clause shall be granted upon the mutual agreement of the Union and the Employer.

24.06 Compassionate Leave

- a. In the case of bereavement in the family, an employee shall be entitled to a special leave to a maximum of five (5) days up to and including the day of the funeral. Where burial takes place outside of the southern Vancouver Island area, such leave shall include additional reasonable travel time.
- b. Leave of absence not normally exceeding one (1) day, with pay, will be granted to attend a funeral for someone other than a family member, upon prior notification to the Employer.
- c. The employee shall notify the Employer prior to taking compassionate leave.

24.07 Mourner's Leave

Where the family of a deceased employee requests pallbearers from the Union, such leave shall be granted for up to two (2) employees if required.

24.08 Temporary Employees

All Temporary employees shall be eligible for Special Leave without pay. It is understood that every reasonable attempt will be made to reschedule lost time resulting from such leave.

24.09 Family Defined

Family is defined for the purposes of this as follows:

- Parents / Step-Parents
- Spouse (including common-law or same sex)
- Sister / Brother
- Step-Sister / Step-Brother
- Aunt / Uncle
- Cousin
- Niece / Nephew
- Mother-In-Law / Father-In-Law
- Sister-In-Law / Brother-In-Law
- Child / Step-Child
- Grandchild
- God-Child
- Grandparent
- Fiance(e)
- Guardians (including former)
- Ward

or any person with whom the employee shares the same domicile and/or an intimate relationship, or for whom the employee is required to administer bereavement responsibilities.

25. EMPLOYEE EDUCATION AND DEVELOPMENT LEAVE

25.01 The following shall apply to all educational leave:

- a. Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Job Steward.
- b. All requests for educational leave shall be made in writing and shall be forwarded to the Staff Liaison Officer by the Job Steward. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Job Steward.

- c. The Employer and the Union shall determine, through a Working Conditions Committee meeting, whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:
 - i) health and safety programs;
 - ii) the conferences and general meetings of national, regional and provincial student organizations;
 - iii) the conferences and general meetings or organizations concerned with the policy, economics, social organization, or practise of education;
 - iv) courses, conferences and meetings relevant to the Student Society and its services.

- d. If a request for educational leave is not approved, the Employer shall, within forty-eight (48) hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Job Steward and to the employee(s) requesting the leave.

25.02 **Job Development & Training**

If an employee wishes to attend a course, seminar, or other educational program that is beneficial to the Employer and the employee involved:

- a) The Employer may grant leave with pay to attend the course and write examinations in it.
- b) The Employer may pay the employee's tuition fees for the course.
- c) The Employer may authorize the employee to discuss the program or course with other employees at meetings scheduled during working hours.
- d) And, where such programs or courses are related to the performance of job duties at the workplace, the Employer will establish a collection of related written or visual materials, as agreed upon by the Employer and the Union.
- e) Approval to attend such courses shall not be unreasonably withheld.

25.03 **Personal Development**

If a Permanent or Replacement employee wishes to take, at any accredited institution, a course which is not related to his/her work:

- a. The Employer shall grant leave without pay for up to five (5) hours per week to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time.
- b. The employer shall establish a recreation fund of \$100.00 per year for each member to access Camosun College Recreation programs or other on campus recreation programs.

25.04 In order to have his/her tuition fees paid under 25.02, the employee must submit a copy of his/her confirmation of enrolment to the Staff Liaison Officer prior to the start of classes.

25.05 **Examinations**

An employee shall be entitled to leave of absence with pay to write examinations to upgrade his/her employment qualifications.

26. SICK LEAVE AND EXTENDED SICK LEAVE

26.01 **Sick Leave**

- a. **Definition:** "Sick Leave" is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which Workers' Compensation is not payable under the Workers' Compensation Act, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.
- b. **Permanent Employees**
 - (i) Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parenting leave, Permanent employees shall receive sick leave credits totalling 1.5 days for each month of his/her incomplete calendar year of employment, prorated for part-time employees.
 - (ii) For each subsequent full calendar year of employment, Permanent employees shall receive sick leave credits totalling eighteen (18) days, prorated for part-time employees.
 - (iii) In addition, at the end of each calendar year, fifty (50%) percent of the employee's unused credits or fifty (50%) percent of his/her percent of the annual allotment, whichever is less, shall be carried forward to a maximum of ninety (90) days.
- c. **Replacement Employees**

Upon commencement of employment, each Replacement employee shall be entitled to sick leave credits equivalent to the annual allotment of the replaced employee, pro-rated according to the period for which the Replacement employee is hired.
- d. **Temporary Employees**

Each Temporary employee, upon commencement of employment, shall receive sick leave credits totalling up to fifteen (15) hours per semester, prorated according to when the Temporary employee is hired in the semester. Half of the unused time may be carried over to the following semester. Sick leave allotments will not accumulate while on a (planned) Leave of Absence Without Pay.

26.02 **Extended Sick Leave:**

- a. **Definition:** An employee shall be deemed to have applied for and been granted extended sick leave after she/he has been absent on normal sick leave and having exhausted sick leave credits. Such leave shall be without pay.
- b. The employee shall have the right to apply for sick leave benefits as provided under the Unemployment Insurance Act.
- c. **Back-to-Work Bonus**
An employee on extended sick leave shall, upon return to work, be paid an amount equal to the difference between UIC benefits and his/her normal wage for the duration of the leave, up to the following limits:

<u>Length of Service</u>	<u>Bonus Limit</u>
less than 3 months	4 weeks
more than 3 months but less than 1 year	8 weeks
more than 1 year	16 weeks

- 26.03 The Employer may require a medical certificate for continuous absences of three (3) days or more. The Employer shall pay the cost of obtaining the medical certificate.

26.04 **Sick Leave Records**

Employees shall have access to their sick leave credit records. Upon commencement of employment of a Permanent or Replacement employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the employee, in writing, of the sick leave credits to which she/he is entitled. For Temporary employees, upon commencement of employment, and immediately after each semester, the Employer shall inform the employee, in writing, of the sick leave credits to which she/he is entitled.

26.05 **Dental and Medical Appointments**

Each Permanent full-time employee shall be entitled to forty-two (42) hours paid leave per year for the purpose of attending medical and dental appointments, including appointments with health practitioners. Permanent part-time and Replacement employees shall receive a pro-rated entitlement. Unused time may not be carried forward to the following year.

26.06 **No Loss or Severance**

No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

27. PARENTING AND EXTENDED PARENTING LEAVES**27.01 Parenting Leave**

- a. This applies to leave for the birth or legal adoption of a Permanent or Replacement employee's child, whether the employee is the mother or father.
- b. Paternity: In case of the birth of an employee's child, he shall be entitled to four (4) weeks paternity leave with pay.
- c. **Maternity, Adoption and Parental Leave**
 - 1) If the employee is eligible for UIC maternity, adoption or parental benefits, she/he shall be entitled to leave without pay for the duration of the UIC benefits period. Upon return to work, she/he shall receive a bonus equal to the difference between UIC benefits and his/her regular wage for the duration of the leave.
 - 2) If the employee is ineligible for UIC maternity, adoption or parental benefits by reason only of his/her recent work schedule, and has worked for the Employer for more than one (1) year, she/he shall be entitled to leave with reduced pay for time equivalent to the UIC benefits period. She/He shall receive for the duration of the leave, pay equivalent to UIC benefits.
 - 3) In any other case, she/he shall be entitled to four (4) weeks leave with pay.
- d. The employee shall be reinstated in his/her former position, with the option of temporarily reduced hours, at the employee's request.
- e. No employee shall be severed or lose benefits because of parenting leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained.

27.02 Extended Parenting Leave

- a. Definition: Upon written request to the Staff Liaison Officer, an employee on parenting leave shall be granted up to twelve (12) months extended parenting leave. Such leave shall be without pay.
- b. Medical and dental plans, savings plan entitlements and childcare benefits will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.
- c. Upon return to work, she/he shall receive back-to-work bonus she/he has earned under 27.01, and shall be reinstated in his/her former position, or an equivalent position, with the sick leave credits and vacation entitlements she/he has earned prior to the leave.

28. LEAVE OF ABSENCE WITHOUT PAY

28.01 Any employee shall have the right to apply for and receive a leave of absence without pay for up to one(1) year for personal reasons other than illness. Wherever possible, she/he shall give at least one (1) month's notice.

28.02 The Employer shall make every effort to comply with an employee's request for such leave. The response of the Employer shall be given in writing, within five (5) calendar days. If such request is refused, the reasons for refusal must be stated.

28.03 **Continuation of Benefits**

Such leave shall not affect any parent entitlements, sick leave credits, vacation and savings plan entitlements, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during such leave. Medical, dental and other insurance coverage under this Agreement shall continue if the employee pays the full premium for such coverage.

29. RETURN TO WORK

29.01 Except as where otherwise specified in this Agreement, an employee on a leave of absence of ninety (90) days or more shall give one (1) month's notice of intention to return to work or shall apply for an extension.

30. CHILDCARE BENEFITS

30.01 **Childcare Costs**

The Employer shall pay fifty (50%) percent of all Permanent full-time employees' childcare costs. Permanent part-time employees shall receive an equivalent allowance on a pro-rated basis. Childcare charges eligible for subsidy shall be no greater than the current College day-care rates for equivalent care.

30.02 **Duty Shifts**

Permanent employees who have children enrolled in parent-participation day-care centres shall be allowed up to one-half (½) day off with pay per month for duty shifts.

30.03 **Substitute Care**

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

30.04 Application for reimbursement under this shall include the receipt for childcare charges.

31. MEDICAL AND DENTAL PLANS

31.01 All Permanent employees shall be eligible to participate in the College's Medical, Dental and Extended Health care plans, upon the completion of any waiting periods imposed by such plans. The Employer shall pay one hundred (100%) percent of the monthly contributions to these plans.

31.02 **No Changes**

No changes shall be made to existing coverage except by mutual agreement.

31.03 **Temporary/Continuing Term Employees**

Continuing Term and Temporary employees shall be entitled to participate in the College's health and dental plan after four (4) months of employment, provided they pay one-half (½) the cost of these plans.

31.04 **Absences**

If an employee is absent because of illness, accident, parenting, layoff or disability, the Employer shall contribute to the above plans for up to one (1) year. For the remainder of a longer such absence, or for the whole of any other type of absence, the employee may pay the full premiums through the Employer.

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

32.01 For employees who do not join the College plan, the Employer will match any contributions made by a Permanent employee to a Registered Retirement Savings Plan to a maximum of one hundred dollars (\$100.00) per month, subject to the following provisions:

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

32.02 In the event that employees are eligible to join a pension plan, and opt to do so, the Employer shall make pension contributions in accordance with the plan.

33. SENIORITY

33.01 Definition

Seniority is defined as the length of continuous employment with the Employer, calculated from the date of hiring, including time spent on the recall list, or certain types of leave as outlined below. Seniority Lists shall be maintained by each Society and seniority rights shall be valid only within that Society, i.e. employees of NPS cannot claim seniority within the CCSS and vice versa.

33.02 Use

Seniority shall be used in determining preference for such decisions as promotions, transfer, layoff, recall, vacation scheduling, allocation of unscheduled hours, etc.

33.03 Seniority Lists

The Union shall maintain a Permanent and Continuing Term Employee's Seniority List and a Temporary Employee's Seniority List, showing the hiring date for each employee, and the total amount of time if any she/he has spent on any leave listed in Article 33.05 below. In January of each year, the seniority lists shall be sent to the Employer, and a copy of each shall be posted on the Union bulletin board(s).

33.04 Accrual of Seniority

Seniority shall continue to accrue for any employees on the following types of leave:

Article 18.06 - Leave for a compensable injury

Article 23 - Vacation

Article 24 - Special Leave (except as noted in Article 34.05 below)

Article 25 - Educational Leave

Article 26 - Sick Leave and Extended Sick Leave

Article 27 - Parenting Leave and Extended Parenting Leave

33.05 Maintenance of Seniority

Seniority shall remain at its achieved level for employees on the following types of leave:

Article 10.03 - Leave to hold public office or Union position

Article 24.03 - Leave for incarceration for actions not taken at the
behest of the Employer

Article 28 - Leave without pay

33.06 Loss of Seniority

An employee shall lose seniority only when:

- a. voluntarily terminates;
- b. discharged and not reinstated under the terms of Article 39; or
- c. laid off and not recalled after two (2) years on the recall list under Article 36.

34. CREATING NEW POSITIONS

34.01 The Employer shall not employ Temporary employees if the effect would be to reduce or limit the number of Permanent employees; or if the effect would be to reduce or limit the number of hours of work available to Permanent employees.

34.02 No new positions shall be created which change the self-supervisory and co-operative nature of the workplace.

35. HIRING, PROMOTION, TRANSFER AND RECALL

35.01 New employees shall be hired by the Employer, or its designate, upon receipt of a majority recommendation, and a minority recommendation, if any, of a Hiring Committee. The Employer and the Union shall be represented equally on this committee, and each shall have one-half (½) of its total votes.

35.02 **Conflict of Interest**

No representative may continue to sit on a Hiring Committee when a family member, as defined in Article 24, has submitted an application. In such a case, another representative shall be substituted for the original representative. Hiring Committee members shall be obliged to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.

35.03 **Right to Promotion, Transfer and Recall**

- a. All Permanent employees have the right to promote or transfer to a vacant Permanent, Continuing Term, Replacement or Temporary position.
- b. All Permanent employees on the recall list have the right to recall to a vacant Permanent, Continuing Term, Replacement or Temporary position.
- c. All Continuing Term employees on the recall list have the right to recall to a vacant Continuing Term, Replacement or Temporary position.
- d. All Continuing Term employees on the recall list have the right to recall to a vacant Continuing Term, Replacement or Temporary position.
- e. All Replacement employees have the right to promote or transfer to a vacant Permanent, Continuing Term, Replacement or Temporary position.
- f. All Replacement employees on the recall list have the right to recall to a vacant Permanent, Continuing Term, Replacement or Temporary position.

- g. All Temporary employees have the right to promote or transfer to a vacant Temporary position only.
- h. All Temporary employees on the recall list have the right to promote or transfer to a vacant Temporary position only.
- i. All employees who promote, transfer or recall to a new position must meet the qualifications for the position determined by the hiring committee.

35.04 **Adequate Orientation**

- a. When promoted, transferred or recalled to a new position, an employee will be on a thirty (30) day orientation period at the Employer's expense to acquire the necessary knowledge and skills for the position. If the employee finds the position unsatisfactory, or, as determined by the Hiring Committee for the position, is unable to meet the requirements of the position, she/he will return to his/her former position, or place on the recall list.
- b. An adequate orientation period of two (2) scheduled weeks is required for all new employees.

35.05 **Permanent and Replacement Positions**

- a. The first task of the Hiring Committee shall be to develop an employment notice. Such notice shall contain a statement of duties and responsibilities, classification, desired qualifications, rate of pay, weekly hours, and period of employment.
- b. The employment notice shall first be posted on the Union bulletin board(s), with a copy to the Job Steward. Concurrently, the Hiring Committee shall send copies of the employment notice to all employees on the Permanent employees recall list, and all Permanent employees on leave.
- c. Any employee who wishes to promote, transfer or recall to the vacant position shall indicate so, in writing, to the Hiring Committee within ten (10) working days of the first posting.
- d. **By Seniority**
If the Hiring Committee receives more than one (1) application for promotion, transfer or recall, preference shall be given to the applicant with the greatest seniority.
- e. **External Search**
If the Hiring Committee receives no applications for promotion, transfer or recall, it shall publicly post the employment notice. Applications from the general public shall then be accepted.

35.06 **Temporary Positions:**

- a. Hiring of Temporary employees shall be conducted by the Hiring Committee as specified in this , except where the requirements of external funding agencies necessitate the suspension of these provisions.
- b. The first task of the Hiring Committee shall be to develop an employment notice. Such notice shall contain a statement of duties and responsibilities, classification, desired qualifications, rate of pay, weekly hours, and period of employment.
- c. The employment notice shall be posted on the Union bulletin board(s), with a copy to the Job Steward. Concurrently, the Hiring Committee shall publicly post the employment notice. Applications from the general public shall then be accepted.

35.07 **Recall Restriction**

Employees shall only be placed on the recall list if they are laid off.

36. LAYOFF AND RECALL36.01 **Layoff**

- a. **Definition:** A layoff is defined as a reduction in the workforce or a reduction in the hours of work as defined in this Agreement for Permanent and Temporary employee classifications. There shall be no reduction in the workforce without a corresponding reduction in work required.
- b. **Mutual Agreement**
If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions Committee meeting to discuss the proposed layoff. Failure to agree on the necessity of a layoff shall result in the matter entering 40.03 at step three.
- c. **By Seniority**
Employees shall be laid off in reverse order of their seniority as defined in Article 33. An employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours shall have the right to displace, or "bump", any employee with less seniority, and so on, and shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills.
- d. **Layoff**
If an employee who is to be terminated by the layoff process is unwilling or unable to bump, she/he shall be laid off and placed on the appropriate recall list. The Employer shall have made every effort to relocate the laid-off employee in another suitable position.

e. **Notice**

The Employer shall give notice to the Union of the date of layoff. Any employee who is laid off by termination of position, or by bumping, shall receive one (1) month's pay for each month or partial month that notice is deficient. Required notice shall be:

- 1) for Permanent employees, four (4) months;
- 2) for Replacement and Temporary employees, one (1) month or to the conclusion of their employment period, whichever is less.

In addition, each such employee shall receive all vacation and benefits owing to him/her.

37. PROBATION PERIOD

37.01 **Duration**

The probation period of all employees, including Temporary employees, shall be ninety (90) calendar days, commencing the first day of his/her employment. The Employer may extend an employee's probationary period by up to 60 days, upon agreement of the Employer and the Union. Such agreement will not be unreasonably withheld. Where the reasons for the extension relate to the performance of the employee, the Employer shall inform the employee in writing of the conditions that need to be met for continued employment. The Job Steward or a Union representative shall be present at all reviews.

37.02 **Rights of a Probationary Employee**

During the probation period, an employee shall be entitled to the rights, privileges, wages and benefits of the corresponding non-probationary employee, as specified in this Agreement.

37.03 The probationary employee shall be subject to two (2) written reviews before the end of the probation period, conducted by the members of the Hiring Committee which was responsible for hiring the probationary employee. The first review shall take place approximately midway through the probationary period. The second review shall take place approximately one (1) week prior to the end of the probationary period. These reviews will evaluate performance of the employee with respect to the duties, responsibilities, and desired qualifications listed in the initial employment notice. The Committee may, by mutual agreement, call in a consultant to assist in technical matters.

- a. Based on the results of the final review, the Committee shall determine whether the employee has successfully completed the probationary period. The majority recommendation of the Committee shall be forwarded to Employer or its designate for a decision.

- b. At the conclusion of each review, members of the Hiring Committee shall discuss and explain their conclusions with the employee. This discussion shall be in the presence of the Job Steward or designated Union representative. The Staff Liaison Officer shall have the right to attend.
- c. Written notification of the results of the final review shall be presented to the employee and the Job Steward within seven (7) days following the review.
- d. The Union and the Employer may substitute their members on the Hiring Committee by mutual agreement.
- e. In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Permanent", "Replacement" or "Temporary" status as hired, at the expiration of the probationary period.

38. LIMITED SECURITY OF EMPLOYMENT

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

38.01 **Dissolution, Re-Organization:**

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

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

38.02 **Merger**

In the event of merger with any other body, the Employer agrees to undertake to ensure that:

- a. Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new employer.
- b. All work and service presently performed by members of the Union shall continue to be performed by CUPE members with the new employer.
- c. Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer.
- d. No employee shall suffer a loss of employment as a result of the merger.

39. DISCIPLINE / DISCHARGE**39.01 For Just Cause**

In the principle of progressive discipline, the Employer may discipline an employee for just cause, subject to the following procedure:

- a. The Employer agrees that a complaint against an employee whether or not it is recorded in the employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved. If discussion of the matter is necessary in a meeting of Council, it shall be 'in camera'.
- b. Unless she/he is a danger to him/herself or others, an employee is entitled, prior to the imposition of any form of discipline, or of discharge, to be notified at a meeting with a representative of the Employer of the reasons for considering such action. This meeting must be held within twenty (20) working days from the date on which the Employer becomes aware of the alleged incident(s) which gave rise to the complaint. The employee shall be accompanied by a Union representative who shall be advised in advance by the Employer of the time and place of the meeting. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.
- c. An employee must be notified in writing of the grounds for each and every form of disciplinary action. The Union must be provided with a copy of this written notice within twenty-four (24) hours of the issuing of the disciplinary action. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds as are stated in this written notice.
- d. If the problem was not resolved, the Employer may give a written warning.
- e. If after such warning has been given, the problem continues, the Employer may impose further discipline.
- f. Only after a written warning has been given, and the employee has been suspended and has returned to work after the suspension for a reasonable time and the problem continues, then may the Employer impose further discipline.
- g. All forms of disciplinary action, including discharge, taken by the Employer against the employee, shall be subject to 40 (Adjustment of Complaints) of this Agreement.
- h. Once the Grievance Procedure has been initiated by the employee affected, or by the Union, any further disciplinary action shall be stayed until such time as Step 3 of the Grievance Procedure has been concluded.
- i. If, in the nine (9) months after the issuance of a warning letter, no further disciplinary action is recorded against the employee, the warning letter and any previous warning letters shall automatically be removed from the employee's record and may not be held against him/her thereafter.

39.02 **Notice of Pay in Lieu of Notice**

Employees, in the case of discharge shall receive one (1) month's notice or one (1) month's pay in lieu of notice. In addition, the employee shall receive written notification of discharge with reasons for discharge.

39.03 **Reinstatement for Just Cause**

If, as a result of the Grievance Procedure, it is found that an employee has been discharged without just cause, that employee will be reinstated to his/her former position, without loss of seniority, or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

39.04 **Entitlements and Resignation**

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.

40. ADJUSTMENT OF COMPLAINTS

40.01 **Definition:** For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any employees bound by this Agreement, or between the Employer and the Union, including whether or not any issue is arbitrable.

40.02 **Types of Grievances**

- a. **Individual Grievance:** A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.
- b. **Group Grievance:** Where the matter is of concern to a group of employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
- c. **Policy Grievance:** Where either Party disputes the general application, interpretation, or alleged violation of an of this Agreement, where the matter of concern is not specifically confined in scope to any particular employee.
- d. **Union Grievance:** Where the matter is of specific concern to the Union.

40.03 Grievance Procedure

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 3.

a. Step 1: Working Conditions Meeting

An employee who has a grievance shall go to the Staff Liaison Officer within four (4) calendar months from the date on which the employee or Union becomes aware of the alleged incident(s) which gave rise to the complaint. The employee must be accompanied by his/her Job Steward or a representative of the Union. The Staff Liaison Officer shall be given opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance.

b. Step 2: Joint Committees

If the grievance is not satisfactorily resolved in Step 1 above, the employee and his/her Job Steward or Union representative shall submit two (2) copies of the grievance in writing to the chairperson of the Personnel Committee. Within seven (7) calendar days the grievance committee of the Union shall meet with the Employer's Personnel Committee in an attempt to resolve the grievance. The Employer shall respond to the Union in writing regarding the disposition of the grievance within seven (7) calendar days.

c. Step 3: Arbitration

In the event that no settlement of the grievance is reached in Step 2 above, then either Party may, within seven (7) calendar days following the expiry of Step 2 above, signify in writing to the other Party of the failure to agree and notice of intention to invoke the arbitration procedure as set out in 40.04 of this .

40.04 Arbitration

- a. Within seven (7) calendar 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 a third member who shall be Chairperson, but should they not do so within seven (7) calendar days, then either Party may apply to the Ministry of Labour to appoint a Chairperson.
- b. The Arbitration Board is to be governed by the following provision:
 - (i) Each of the Parties shall pay one-half (½) of the expenses of the Arbitrator.
 - (ii) The Arbitrator shall determine his/her own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
 - (iii) The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

- (iv) The Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any employee or Employer affected by it.
- (v) The Parties and the Board shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- (vi) The Board shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- (vii) The Board shall have jurisdiction to determine whether a grievance is arbitrable.

40.05 The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.

40.06 An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either Party.

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

40.08 **Confidentiality**
Transfer of information shall be confidential in accordance with Article 7.

41. HOURS OF WORK

41.01 Permanent and Replacement Employees

a. Number of Hours

Employees shall be guaranteed the number of hours stated in the employment notice for the position they hold. (For all full-time employees, this shall be thirty-five (35) hours per week.)

b. Part-Time Hours Supplement

The Employer and the Union recognize the right of any Permanent part-time employee to supplement his/her hours to a maximum total of thirty-five (35) hours per week. At the request of the Union, a Working Conditions Committee meeting will be convened to discuss and arrange any

supplemental hours to be offered to interested Permanent part-time employees.

c. **Scheduling of Hours**

Employees will normally schedule their work between the hours of 8:30 a.m. and 5:00 p.m., Monday to Friday. However, an employee may, by mutual agreement between the Union and the Staff Liaison Officer, choose to schedule his/her work outside of the normal work hours. No employee shall be penalized in any way for not choosing to do so.

d. **Maintenance of Services**

The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Council. The Employer recognizes that due to extenuating circumstances or planned absences, this may not always be possible.

41.02 Temporary Employees

- a. **Scheduled Hours:** All Temporary employees shall be allocated scheduled weekly hours.
- b. **Unscheduled Hours:** As additional work becomes available, unscheduled hours will be offered, on a call-in basis, to Temporary employees with the appropriate skills and training, in order of (decreasing) seniority.
- c. Temporary employees shall receive prior notice of the period for which they are to work scheduled hours.
- d. Temporary employees shall work no more than thirty-five (35) hours per week for the Employer, in any capacity or combination of capacities.

41.03 Relief Periods

Any employee working four (4) consecutive hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, she/he may take a five (5) minute paid break. These breaks may be taken at the employee's reasonable discretion.

41.04 Meal Period

Any employee working at least five (5) hours per day shall be entitled to a daily unpaid lunch period of not less than thirty (30) minutes nor more than one hour

42. OVERTIME

42.01 Definition

a. **Full-Time Permanent or Replacement Employees**

Overtime is that time worked in excess of his/her scheduled work day or work week, as specified in 41.01.

b. **Part-Time Permanent or Replacement Employees**

Overtime is that time worked in excess of thirty-five (35) hours per week inclusive of any part time hours supplement worked as per 41.01.

42.02 **Overtime Rates**

Employees shall be paid at double (2X) time for overtime.

42.03 **Mutual Agreement**

Overtime hours to a maximum of six (6) hours per week may be worked at the employee's discretion upon notification of the Staff Liaison Officer. Overtime claimed under this Article cannot be used more than twice per month without prior approval of the staff Liaison Officer.

42.04 **Time Off in Lieu of Overtime Pay**

An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. She/He shall take time off at a time mutually agreeable to the employee and the Employer.

42.05 **Paid Meal Periods**

An employee who works overtime beyond his/her regular work day shall be allowed a half-hour meal period paid at overtime rates, provided that:

- a. such overtime is in excess of two (2) hours, and
- b. not more than one (1) hour has elapsed between the end of his/her regular work day and the start of the overtime.

The meal period may be taken before, during, or after the overtime.

42.06 **Call-In**

An employee called into work after completing a regular day's work, on a regular day off, or during his/her vacation, or before the commencement of his/her regular work day, shall be paid overtime rates for a minimum of four (4) hours.

42.07 **Scheduling Provision**

An employee required to work overtime beyond his/her regular work day shall be entitled to twelve (12) hours clear between the end of the overtime and the start of his/her next work day. If twelve (12) hours are not provided, she/he shall be paid at overtime rates for the following day.

42.08 **Overtime Worked on an Office Holiday**

An employee who is required to work on an Office holiday shall be paid according to 22.05 (Work on Office Holidays) for the length of his/her regular working day, and double (2X) that rate thereafter.

43. WAGE SCHEDULE

Effective January 1, 2006 wage increase will be 2% January 1, 2006, January 1, 2007 plus the consumer price index increase for each year.

Positions	January 01, 2005	January 01, 2006 + 2%	January 01, 2007 +2%	January 01, 2008 +2%
General Support Staff	\$ 11.04	\$ 11.49	\$ 11.93	\$ 12.16
Project Coordinator	\$13.20	\$ 13.46	\$ 13.73	\$ 14.01
Director of Operations	\$21.12	\$ 22.00	\$ 22.84	\$ 23.30
Office Resource Co-ordinator	\$ 21.14	\$ 22.00	\$ 22.84	\$ 23.30
Financial Co-ordinator	\$ 21.14	\$ 22.00	\$ 22.84	\$ 23.30
Permanent Services Coordinator New Position		\$19.00	\$ 19.72	\$ 20.11

Note: The above table only shows a 2% for increase in wages for 2008, the calculation of the increase in the consumer Price Index is not included.

- a. The parties agree that the specified wage increases does not establish full parity with other British Columbia Student Union Employees, and that the parties will from time to time review the wage parity issue with the aim of establishing full parity with due consideration being given to the CCSS's financial capacity.
- b. The Employer agrees to open negotiations on wages with the aim of moving towards parity with other British Columbia Student Union Employees, should the Camosun College Student Society receive a fee increase above the inflationary increases presently accounted for in the CCSS bylaws.

Note: Different Article 43 provision for the Nexus in Appendix 2.

44. DURATION

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

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

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

- 44.02 All monetary improvements of this Agreement shall apply retroactively to all employees, provided they were employed for any period during the collective agreement.

45. NEGOTIATING THE COLLECTIVE AGREEMENT

The Union and the Employer will negotiate the Collective Agreement according to the following principles:

- 45.01 The negotiation of the Collective Agreement shall be conducted by the Negotiating Committees of the Union and the Employer. These Committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.
- 45.02 The negotiations will be regarded as confidential unless and until the Employer's Committee calls for a lock-out vote in Council or the Union's Committee calls for a strike vote in the bargaining unit.
- 45.03 Meetings shall be scheduled in advance, and each Party shall endeavour to give the other Party no less than twenty-four (24) hours notice if meeting times are to be changed.
- 45.04 Each Party shall notify the other Party, in writing, if there are additions or substitutions to the composition of their Committee.
- 45.05 When the Parties have agreed upon a contract, they shall indicate such by signing off the Article. Such agreement shall not preclude reopening the Article for the following reasons:
- a. Editorial changes (e.g.: improvements to grammar, spelling, etc.).
 - b. Changes necessitated because of modifications of related contract Articles.
- 45.06 Upon conclusion of the negotiations, each Committee shall submit the tentative contract to their respective principals for ratification.
- 45.07 CUPE shall be entrusted with producing 'clean' or 'final' copies of contract Articles. CUPE shall be entitled to make minor modifications to spelling, grammar, and layout when such changes do not in any way effect the intent of the Article. The parties shall be advised when any such change has been made.

IN WITNESS WHEREOF the Seal of the Camosun College Student Society 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.

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

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

LETTER OF AGREEMENT # 1

Re: General Manager

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

As long as this position is filled as noted above:

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

SIGNED IN VICTORIA, B.C., THIS DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

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

LETTER OF AGREEMENT # 2

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

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

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

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

LETTER OF AGREEMENT # 3

Between

CAMOSUN COLLEGE STUDENT SOCIETY

And

NEXUS PUBLISHING SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 2081

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

SIGNED IN VICTORIA, B.C., THIS

DAY OF

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

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

FOR THE NEXUS:

LETTER OF AGREEMENT # 4

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

FOR THE CAMOSUN COLLEGE
STUDENT SOCIETY:

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

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: GENERAL SUPPORT STAFF

Under the supervision of permanent Student Society Staff and/or Staff Liaison Officer carries out assigned short term project duties and/or general reception duties.

RESPONSIBILITIES

- operate office/computer equipment to reach project goals and objectives
- report promptly to supervisor any problems in the worksite
- perform duties in compliance with bylaws, policies and administrative procedures
- carry out other related duties

REQUIREMENTS

- strong communication skills
- experience in a related field
- ability to work in a non-profit democratic environment

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: PEER SUPPORT DIRECTOR

The Peer Support Director is a temporary, part-time position at Camosun College, which each year, employs a student from August until May. Candidates for the position must have completed the Peer Support intensive training program, be familiar with the Peer Support Manual, and currently attending Camosun College. The Peer Support Director is responsible for the following.

RESPONSIBILITIES

- organizing training session
- advertising the upcoming training
- recruiting volunteers
- conducting interviews and public speaks with potential volunteers
- selecting volunteers to take the training
- planning (in conjunction with the College Counseling Coordinator) the bi-weekly gatherings for volunteers
- arranging for the photocopying, distribution and care of all gathering handouts
- conducting weekly gatherings
- facilitating the organizing task which the volunteers take on
- providing the resources and support to each volunteer involved in a group project
- facilitating group dynamics and communication
- providing a safe environment in which volunteers can “de-brief” after a session with a client
- offering further training which enhances the volunteers intensive training
- creating publishing and displaying appropriate advertising announcing the Peer Support Program
- maintaining the budget
- creating fundraising, special events etc, which raise the campus awareness of the Peer Program
- Liaison responsible for communication with other organizations on campus
- To make referrals for all students to the Ombudspersons Office
- maintaining regular telephone contact with volunteers
- meeting with staff and faculty regarding opportunities to public speak about Peer Support
- actually doing the speak itself
- upgrading volunteer training handout as needed
- planning a party at the semester end to congratulate the volunteers on their efforts
- carrying all of the above duties equally within the two Camosun College campuses

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: SERVICES COORDINATOR

The Services Coordinator will provide general student support and office functions while being responsible for the Walksafer Program, Student Advocacy, as well as the handbook and public relations printing services. This position will require some evening and weekend hours.

RESPONSIBILITIES:

WALKSAFER PROGRAM

- Interaction with the Manager of Security of Camosun College.
- Recruitment and screening of volunteers.
- Facilitate training sessions in conjunction with the manager of security of Camosun College.
- Supervision and interaction with volunteers.
- Supervision and planning of work study employee.
- Volunteer scheduling.
- Training, guiding, and evaluation of volunteers.
- Managing office systems.
- Promoting and advertising Walk Safer.
- Reports to various agencies with the college about Walk Safer's progress.
- Maintain communication and cooperation between all Camosun College campuses.

STUDENT ADVOCACY

- Shall assist students with grade appeals and other advocacy issues.
- Shall keep up to date with college curriculum requirements and appropriate
- Work with College Ombudsperson to ensure fairness to students.

HANDBOOK AND GRAPHIC DESIGN

- Act as Editor of the CCSS handbook project.
- Supervise advertising sales people.
- Ensure that handbook is produced according to schedule.

SERVICES COORDINATOR

HANDBOOK AND GRAPHIC DESIGN (continued)

- Design and print posters, handouts, and other material for the general promotion of the Student Society and its' programs.
- Act as a resource to the Campaigns Committee.
- Maintain a working relationship with Camosun's Imaging Services and the Canadian Federation of Students.

GENERAL

- Assist with Society events such as Weeks of Welcome and beverage gardens.
- Other related duties as required.
- Maintain a clean and organized office environment.

REQUIREMENTS

- Two (2) years post-secondary studies or equivalent.
- Experience with desktop publishing and graphic design.
- Able to work with students and staff in an intense high stress environment.

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: OFFICE RESOURCE COORDINATOR

The resource coordinators shall, by mutual agreement, divide the following responsibilities and shall report the division to the Executive Committee.

RESPONSIBILITIES

- Maintain the day-to day operations of the Student Society offices, at all major campuses, in a professional atmosphere.
- Handle main office telephone and in-person inquiries, providing direct services where possible.
- Maintain familiarity with the services and personnel of Camosun College, CCSS, and related organizations.
- Receive, open and distribute society mail.
- Maintain and control the money for sales and services in the society's office.
- Compose letters, memos, and general correspondence using word processing programs.
- Edit printed material created by elected representatives and staff.
- Maintain and supervise the office files and supplies inventory.
- Develop and maintain office procedures for the administrative functioning and cleanliness of CCSS offices and space.
- Aid and advise the executives in maintaining incorporation status.
- Maintain communication and cooperation between all Camosun College campuses wherever possible.
- Responsible for ensuring the society's insurance coverage is maintained up to date.
- Advise, support and counsel the officers of the Student Society, its committees and affiliate organizations.
- Maintain an up-to-date knowledge of the CCSS, its policies and precedents, and Robert's Rules of Order.
- Attend council meetings as a resource person and record minutes when possible.
- Distribute minutes of Council and committees to facilitate the smooth flow of information.
- Maintain the records of the Society.
- In co-operation with the Lansdowne and Interurban executives, provide support and services for the development of student clubs.
- Provide assistance in the research and production of the Society's publications, briefs and campaign materials.
- Help to co-ordinate the planning and executive of events the student society organizes.
- Help to facilitate and coordinate workshops and orientations for new directors and officers of the Society.
- Help organize promotions and special projects.
- Maintain and develop the society's e-mail accounts and web pages.
- Facilitate communication and conflict resolution within, and for the Student Society.
- Responsible for ensuring that the Society's Insurance is maintained and up to date.
- Shall supervise all workstudy students

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: FINANCIAL COORDINATOR

Provides office support, maintains accurate financial records in coordination with the CCSS bookkeeper, and auditor.

RESPONSIBILITIES:

1. Manage telephone and in person inquiries.
2. Receive and distribute CCSS mail.
3. Compose and type letters, memos, and other general correspondence.
4. Maintain records of CCSS cash disbursements and ensure that cheque requisitions are appropriately documented and duly authorized.
5. Maintain records of deposits to and disbursements from the CCSS bank accounts.
6. Responsible for ensuring bank deposits are conducted in a timely fashion.
7. Receive and submit time sheets to payroll each Friday; update CCSS payroll records.
8. Monitor executive and constituency director reports and adjust timesheets as necessary to reflect actual hours worked.
9. Maintain financial systems in accordance with general accepted accounting principals.
10. Work with the Finance Executive and the Bookkeeper on matters pertaining to CCSS budgeting and finances.
11. Work with the Staff Liaison Officer, Director of Operations, and Finance Committee on matters pertaining to CCSS payroll and employee benefits.
12. Maintain a clean, organized, and efficient office environment.

REQUIREMENTS

1. Proficient in Microsoft Office including: Word, Excel, and Access.
2. Post-secondary training in accounting or bookkeeping or equivalent combination of education and experience
3. Type at least 45 words per minute.
4. Possess strong written and oral communications skills.
5. Must be able to work independently or as part of a team.
6. Must be organized.

APPENDIX 1: JOB DESCRIPTIONS

CAMOSUN COLLEGE STUDENT SOCIETY

POSITION: DIRECTOR OF OPERATIONS

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

RESPONSIBILITIES

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

REQUIREMENTS:

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

APPENDIX 1: JOB DESCRIPTIONS

NEXUS PUBLISHING SOCIETY

POSITION: ASSISTANT EDITOR – THE NEXUS

Works closely with Managing Editor of the Camosun College student newspaper, The Nexus, to assist in maintaining editorial, operational and management functions of The Nexus office.

RESPONSIBILITIES

- shall maintain contact with the student community; must be aware of student issues and able to relate to a wide spectrum of student views
- liaises with, responds to and delivers correspondence throughout college and community
- organizes meetings and events as required
- supervises and works with all staff, volunteers and employees involved in the production of The Nexus
- executes production in the absence of staff and volunteers
- assists the managing editor, volunteers and editorial committee in establishing newsworthiness and admissibility of content and design in accordance with policies and procedures
- collects, edits and word processes content
- submits one work report per semester to the Managing Editor citing achievements, progress goals and observations
- assists with research, collection of data, morguing of articles
- assists at other campuses where needed, including expansion and office setup
- actively recruits new volunteers and participates in their training
- maintains contact with all volunteers to provide ongoing training, support and feedback, deliver assignments
- organizes such training or orientation sessions as are necessary and profitable to the volunteers
- creates and organizes promotional opportunities such as posters, displays, talk to students, etc.
- assists in distribution and promotion of The Nexus among the student body at all campuses of Camosun College
- conduct surveys as are necessary to determine student interest in The Nexus
- assists the managing editor with promotion, advertising, distribution, recruitment, staff training and supervision, communication, meeting facilitation, conflict mediation and resolution
- assists in maintaining all routine office functions including: keeping all files (manual and computer) in order; keep track of schedules and deadlines; keep accurate up-to-date files on volunteers and other parties connected with the newspaper; keep work areas clean and orderly

ASSISTANT EDITOR – THE NEXUS

continued

- assists in the formation of Nexus committees and boards and establishing or changing policies, procedures, constitution and bylaws

REQUIREMENTS

- Grade 12 or equivalent, plus relevant post secondary education
- able to communicate effectively with a broad spectrum of people
- has the ability to effectively support and motivate volunteers
- has work habits which demonstrate organization, ability to work ahead of deadline and keep projects on track from initiation to completion
- keyboarding skills and reasonable skills in the following software applications –
- Microsoft Word, Pagemaker, Coreldraw, Photoshop, Windows
- well developed writing skills; grammar, punctuation, spelling, proofing
- communicates effectively, both verbal and written
- knowledge of student issues and student views
- punctual and reliable
- self-motivated and able to work with minimal supervision; able to make appropriate decisions
- prior experience or training in print media an asset
- knowledge of Camosun College departments and student services an asset
- must provide own transportation between campuses

APPENDIX 1: JOB DESCRIPTIONS

NEXUS PUBLISHING SOCIETY

POSITION: MANAGING EDITOR – THE NEXUS

RESPONSIBILITIES

- supervises and works with all staff, volunteers and employees involved in the production of The Nexus
- executes the production of The Nexus in the absence of staff volunteers
- provides opportunity and support to a Nexus Editorial Committee who will assist with editorial decision of The Nexus and who will be responsible for writing the editorial for each issue
- rules upon newsworthiness and admissibility of all content and design of The Nexus in accordance with established policies and guidelines
- organizes such meetings as are necessary and profitable for the volunteers of The Nexus and acts as Chairperson at these meetings
- assigns stories, photos and graphics to staff and volunteers
- acts as liaison between The Nexus and other college, student or community groups or individuals
- establishes as necessary, liaisons with members of the community who, because of their skills in various areas relating to newspaper production, can be sought for their professional advice
- establishes and executes all management tasks relating to the operation of The Nexus
- responsible for maintaining Nexus expenses within budget limits
- maintains, as a priority, the objective of bringing The Nexus to financial and editorial autonomy

REQUIREMENTS

- a minimum of 2 year diploma in journalism, communication, or equivalent related experience
- experience in recruiting, training, and supervising staff and volunteers

POSITION: MANAGING EDITOR – THE NEXUS

continued

- solid computer skills in the following software applications – Pagemaker, Windows, and several word-processing programs preferably Lotus Works, Microsoft Word
- working knowledge of photography, including darkroom procedures and products
- excellent organization and management skills
- communicates and deals effectively with a broad spectrum of people
- proficient at setting work schedules and deadlines for volunteers, staff and employees
- keeps accurate financial accounts, handles invoicing, creates accurate budget projections
- exemplary writing skills, grammar, spelling, punctuation
- firm understanding of libel laws
- works well with minimal supervision, able to make appropriate and reasonable decisions
- good working knowledge of Camosun College departments and student services is an asset

APPENDIX 1: JOB DESCRIPTIONS

NEXUS PUBLISHING SOCIETY

POSITION: LAYOUT EDITOR – THE NEXUS

GENERAL STATEMENT:

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

JOB RESPONSIBILITIES

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

JOB REQUIREMENTS:

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

POSITION:LAYOUT EDITOR – NEXUS (continued)

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

APPENDIX 2: THE NEXUS

Pursuant to Letter of Agreement #4, the parties agree that the Collective Agreement applies to employees of the Nexus except as specifically varied below:

Article 20.01 Automobile Allowance

- c. Any employee required to use their own vehicle on the Employer's business shall be paid the current Camosun College rate per kilometer, with a minimum of two dollars (\$2.00) per trip.

Article 32 R.R.S.P. in Lieu of Pension

32.01 For employees who do not join the College plan, the Employer will match any contributions made by a Permanent employee to a Registered Retirement Savings Plan to a maximum of seventy-five dollars (\$75.00) per month, subject to the following provisions:

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

Article 43.00 Wage Schedule

Effective January 1, 2006 wage increase will be 2% January 1, 2006, January 1, 2007 plus the consumer price index increase for each year.

Positions	January 01, 2002 + 2%	January 01, 2006 + 2%	January 01, 2007 + 2%	January 01, 2008 +2%
Assistant Editor	\$ 17.38	\$ 19.21	\$ 19.59	\$ 19.98
Layout Editor	\$ 16.04	\$ 17.73	\$ 18.09	\$ 18.45
Managing Editor - Nexus	\$ 18.25	\$ 20.17	\$20.57	\$20.98

Note: The above table only shows a 2% increase in wages, the calculation of the increase in the consumer Prince Index is not included.

Wage Bonus: If, on March 31, annual revenues of the Nexus exceed the previous year by \$5,000 or more, employees will receive a retroactive bonus of 15% of the total revenue increase, pro-rated between the employees based on hours worked.