



# **CUPE** companion

College of the Rockies



**"IF YOU  
LOVE THE  
WEEKEND,  
THANK  
A  
UNION"**

Nina Turner

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TABLE

OF

CONTENTS

DISCLAIMER

1

ABOUT US

2

BEING NEW

8

GOOD STANDING

10

BENEFITS

12

SALARY

17

WORK SCHEDULE

22

OVERTIME

24

SICK TIME

27

LEAVES

30

SENIORITY

34

HEALTH & SAFETY

37

COMMITTEES

40

RIGHTS

44

DISCIPLINE

47

## DISCLAIMER

### IMPORTANT

The following handbook is to be used as a quick reference guide, and DOES NOT supersede the terms and conditions laid out within the Collective Agreement.

As such, this handbook is a simplified and condensed version of the legalese and contractual jargon of the Collective Agreement. Given the complexity of language of a legally binding document—which the Collective Agreement is—some blurbs within this handbook while aiming to be accurate as possible may be incorrect.

**Please always refer to the Collective Agreement.** Article numbers have been added to the bottom right-hand side of each blurb to help you navigate the Collective Agreement.

The purpose of this handbook is to be used as a starting point to help you form a familiarity and general understanding of some of your rights.

It's also important to note that some positions fall within a letter of understanding, meaning that some rules/things listed in this handbook—such as: hours of work, overtime, etc—may be different. Please refer to the Letters of Understanding found at the end of the Collective Agreement to see if your position applies.

LINK:

[Collective Agreement](#)

On SharePoint:

[COTR Portal](#) > [SharePoint](#) > [CUPE](#) > [Documents](#) > [Collective Agreement](#)

**1**

# ABOUT US

## WELCOME

You are now a member of CUPE Local 2773 and we are thrilled to welcome you to our membership!

The College is a really amazing place to work! You are surrounded by fun, highly capable, and supportive coworkers.

## WHO WE ARE

CUPE Local 2773 represents over 100 support staff members at College of the Rockies, across our 6 campuses.

As the front-line workers, we are without a doubt the glue that holds the College together.

Beyond keeping our facilities up and running smoothly, we help students enroll and register for their courses, organize fun student activities, help answer all sorts of questions and much more.

We are inclusive and believe in a strong community, and actively participate in a variety of local events.

Our union executive is made up of your fellow coworkers and is elected yearly. You can find an updated list of executive members on our website: <http://2773.cupe.ca/about-us/your-executive/>.

We have General Meetings—with lunch provided—every month (except in the summer and December). You will receive an email invitation each month. Please reply to these emails, as to whether you are attending in-person or not, as we need accurate numbers in an effort not to waste food. If you are attending remotely from a regional campus, please submit your lunch receipt (in accordance to CUPE per diem guidelines) to the treasurer.

## CUPE STRUCTURE

While associated with both CUPE National and CUPE BC, our local is free to conduct its own governance, namely: bargaining on its own behalf, overseeing its own dues structures, and electing its own executive.

“CUPE is a democratic union. Members determine what the union does, how it operates, what stands it takes on issues and what goals it sets for the future at the local level through their local, provincially through CUPE BC and nationally through CUPE National.”<sup>1</sup>

<sup>1</sup> CUPE BC (2011). About CUPE. Retrieved April 7, 2017 from <http://www.cupe.bc.ca/info/about-cupe>

## HOW WE HELP YOU

CUPE Local 2773 is here to represent you, as well as bargain and negotiate on your behalf.

If you're facing any issues, professional or even private, we're here to help and support you. Whether it's helping you address issues with a manager/coworker or by directing you to a program, our support can take on many forms.

Above all, we are here to defend and help protect your rights expressed in the collective agreement, as well as those enshrined in legislation - listed below.

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### Laws that apply in all workplaces<sup>2</sup>

- Human Rights
- Health & Safety
- Workers Compensation
- Labour Standards or Employment Standards
- Labour Relations / Trade Union
- Pension Benefits



## HOW UNIONS HAVE BENEFITTED THE WORKPLACE

Some people do not view unions in a positive light.

Some see unions as greedy or as protective of lazy workers.

**The irony of that viewpoint** is that those same people—without realizing it—may be enjoying things that only happened because of unions, such as:

- Benefits...
- Overtime...
- Vacation pay...
- Safety standards...
- Pensions...
- Protection from discrimination and harassment...
- Unemployment insurance...
- Wage minimums and standards...
- Maternity and paternity leave...

And while commonplace today, the social benefits listed were not freely given by employers. They were hard-fought-for and won by the sacrifice and resolve of past unionists, to whom we are greatly indebted.

For more information, check-out the History of Labour in Canada:

<http://canadianlabour.ca/why-unions/history-labour-canada#safety>

## COLLECTIVE AGREEMENT

The Collective Agreement is a set of rules agreed to by our union and the College.

Some managers have read it, while others have not.

The very same can be said about support staff.

And given that fact, just because a manager says something, doesn't always make it so. That's why it's crucial for you to take the time to read it and understand your rights.

Be sure to earmark any parts that are relevant to you or your position.

The more we understand the collective agreement, the stronger we are collectively as a union. Be sure to read the collective agreement and know your rights before speaking with a manager.

**“THROUGH THE  
POWER OF COLLECTIVE  
BARGAINING,  
UNIONS LEAD TO  
A LOWER LEVEL OF POVERTY,  
A MORE INCLUSIVE  
WORKPLACE,  
AND PAY EQUALITY  
TO MAKE  
SOCIETY BETTER  
FOR EVERYONE.”**

S. Cooper

*The Benefits of Collective Bargaining*

**2**

# BEING NEW

## PROBATIONARY PERIOD

All new Regular or Term support staff employees at the College serve a six month probationary period.

During your probationary period, you are entitled to all rights and privileges of the Collective Agreement.

[Article 20.2]

## EMPLOYEE TRAINING

When beginning your position, you can't just be dropped in and expected to know everything. You need an adequate amount of training.

**In the event that you feel that you haven't received an adequate amount of training, please let us know as we can advocate on your behalf.**

You are also eligible for training if new, enhanced or changed work processes are introduced into your position. Your manager should identify and discuss any learning opportunities, support and/or training required to perform the job duties with you and the members of your department. "Employees shall suffer no loss of pay, excluding overtime, to participate in this training."

[Article 18.5]

**3**

# GOOD STANDING

## GOOD STANDING

A while back, CUPE National mandated that all Locals ensure that their members are in good standing.

With this mandate, members simply have to pay sign a form (witnessed by a member of our Local's executive team).

*Easy, right?*

**So... why is this so important?**

Well... only a member in good standing can fully participate in the activities of the local and national union.

- attend and vote at general meetings
- run for elected positions
- vote in those elections
- participate as a delegate of the local union
- or receive any other perks of being part of the union

*But, you may be asking: what if I DON'T sign the form?*

That's ok.

Members who are not in good standing are considered Rand Employees, which means they pay dues but do not belong to the Union.

Rand members have the right to be represented by the union for violations of the collective agreement.

**4**

# BENEFITS



## BENEFITS

A regular fulltime employee shall be eligible for group benefits on the first day of the month, following one full month of employment.

Term employees appointed to a position that is for a period of twelve months or more may choose between benefits or 16% total wages in lieu of benefits

For a detailed summary of benefits offered, refer to Article 17 or APPENDIX A in the Collective Agreement (July 1, 2022 – June 30, 2025).

Below are a few highlights:

### Support Staff Benefits (Regular full-time employees)

#### + Vacation

15 days in your first year, growing up to 30 working days for 15+ years

#### + Christmas Break

additional paid days off between Christmas Day and New Year's Day

#### + Sick Leave: Paid

which compounds each year to a maximum of 120 working days for College employees of 6+ years , as well as long term disability coverage

#### + Leaves of Various Types

Personal circumstance Leave, Bereavement Leave to name a few

#### + Hearing Aid Benefits

up to \$1000 reimbursement every five years

#### + Vision Care

Reimbursement for vision exams up to \$100 every two years.

Reimbursement at 100% for vision care up to a maximum of \$500 every two years.

#### + Professional Development Funding

\$2100 + \$3000 of excess funding / per year  
(if available and pending committee approval)

#### + Paramedical Services

Treatment up to max \$500 *per specialty* per calendar year:  
Chiropractor, Naturopath, Speech Therapist, Osteopath, Psychologist,  
Massage Therapist, Physiotherapist, Podiatrist or Chiropodist,  
Acupuncturist, Social Worker, Clinical Counselor

Regular part-time and regular sessional employees should refer to the Collective Agreement for cost sharing details.

## EFAP

As College employees, we are very lucky to have the Employee and Family Assistance Program (EFAP) available to us, as well as to our eligible family members.

EFAP is a confidential information, counselling, consultation and referral service designed to provide eligible employees and their eligible family-members professional assistance to address a wide range of personal, family and work-related concerns in the form of counselling, financial and legal services, wellness services, individual consultation, and critical incident stress management services.

Below is some of what EFAP covers:

- Emotional coaching
- Parent coaching
- Health coaching
- Eldercare coaching
- Financial education
- Legal consultation
- Wellness tools (smoking cessation)

EFAP services are designed to help employees resolve concerns that are interfering with personal or work life functioning.

The College's EFAP is called Homewood Health and can be accessed at:

1-800-663-1142  
or  
<https://homeweb.ca>

It is important to note that this service is completely confidential.

No one at the College will know that you have accessed any of the services provided by Homewood Health.

There is a usage report provided to the College, but no names are used.

Regular Term employees are also eligible for EFAP coverage, but have to pay their own premiums.

## **PROFESSIONAL DEVELOPMENT**

One of the things that truly makes College of the Rockies a great place to work is our devotion to professional development (PD).

Each fiscal year, regular support staff employees are eligible for up to \$5100 in PD funding. Term and Auxiliary support staff are also eligible for professional development – please refer to Article 18 for the respective amounts.

To access funding, you simply have to fill-out an application stating how the requested training will benefit your current role or future career. Once approved by your manager, you then submit it to the PD Committee.

The course must apply to your job or one that you would like to pursue within the College.

Fiscal is April 1 to March 31.

**"TO SAY  
UNIONS ARE  
AN IMPORTANT  
PART OF SOCIETY  
WOULD BE  
PUTTING IT MILDLY.  
A FUTURE WITHOUT  
UNIONS WOULD  
BE BLEAK."**

S. Cooper

*The Benefits of Collective Bargaining*

**5**

# **SALARY**

## SALARY

Each support staff position has been rated a pay scale.

That pay scale rating is based upon the tasks and responsibilities the position involves.

For instance, positions with paygrade of 7 often involve budgetary oversight and responsibilities.

Each year, on the anniversary of your start date, your pay will slightly increase, as you advance a step (which caps out at Step 5).

To ensure that each paygrade is comparable to the tasks involved, a position is reviewed every 5 years or so, by the Job Evaluation (JE) committee.

CUPE salaries are defined and found in Schedule B of the Collective Agreement.

or... you could flip to the next page to see the latest pay scale.

## PAY SCHEDULE

We are paid twice a month: typically, one working day before the 15th and one working day before the last day of each month.

Auxiliary employees are also paid twice a month, but on a different schedule than listed above.

Please refer to the hourly calendar, located on the Portal:  
[www.cotr.bc.ca/portal/?pg=HRD](http://www.cotr.bc.ca/portal/?pg=HRD)

[Article 16.1]



CUPE Salaries  
Effective July 1, 2024

2%+COLA

3%

| Level        | Step 1 | Step 2    | Step 3    | Step 4    | Step 5    |           |
|--------------|--------|-----------|-----------|-----------|-----------|-----------|
|              | 1      | 44,153.20 | 46,173.40 | 48,230.00 | 50,268.40 | 52,306.80 |
| Semi monthly |        | 1,839.72  | 1,923.89  | 2,009.58  | 2,094.52  | 2,179.45  |
| Hourly       |        | 24.26     | 25.37     | 26.50     | 27.62     | 28.74     |
|              |        |           |           |           |           |           |
|              | 2      | 45,117.80 | 47,156.20 | 49,212.80 | 51,233.00 | 53,289.60 |
| Semi monthly |        | 1,879.91  | 1,964.84  | 2,050.53  | 2,134.71  | 2,220.40  |
| Hourly       |        | 24.79     | 25.91     | 27.04     | 28.15     | 29.28     |
|              |        |           |           |           |           |           |
|              | 3      | 45,973.20 | 48,284.60 | 50,614.20 | 52,943.80 | 55,255.20 |
| Semi monthly |        | 1,915.55  | 2,011.86  | 2,108.93  | 2,205.99  | 2,302.30  |
| Hourly       |        | 25.26     | 26.53     | 27.81     | 29.09     | 30.36     |
|              |        |           |           |           |           |           |
|              | 4      | 46,810.40 | 49,176.40 | 51,524.20 | 53,872.00 | 56,256.20 |
| Semi monthly |        | 1,950.43  | 2,049.02  | 2,146.84  | 2,244.67  | 2,344.01  |
| Hourly       |        | 25.72     | 27.02     | 28.31     | 29.60     | 30.91     |
|              |        |           |           |           |           |           |
|              | 5      | 50,468.60 | 52,907.40 | 55,346.20 | 57,766.80 | 60,205.60 |
| Semi monthly |        | 2,102.86  | 2,204.48  | 2,306.09  | 2,406.95  | 2,508.57  |
| Hourly       |        | 27.73     | 29.07     | 30.41     | 31.74     | 33.08     |
|              |        |           |           |           |           |           |
|              | 6      | 51,305.80 | 53,762.80 | 56,238.00 | 58,695.00 | 61,170.20 |
| Semi monthly |        | 2,137.74  | 2,240.12  | 2,343.25  | 2,445.63  | 2,548.76  |
| Hourly       |        | 28.19     | 29.54     | 30.90     | 32.25     | 33.61     |
|              |        |           |           |           |           |           |
|              | 7      | 55,673.80 | 58,312.80 | 60,970.00 | 63,609.00 | 66,229.80 |
| Semi monthly |        | 2,319.74  | 2,429.70  | 2,540.42  | 2,650.38  | 2,759.58  |
| Hourly       |        | 30.59     | 32.04     | 33.50     | 34.95     | 36.39     |



**“IF UNIONIZATION  
HADN’T ERODED,  
WAGES FOR THE  
MIDDLE CLASS  
WOULD BE MUCH  
HIGHER.”**

Economic Policy Institute

<https://www.epi.org/publication/unions-help-reduce-disparities-and-strengthen-our-democracy>

**6**

# WORK SCHEDULE

## WORK WEEK

Our normal work week is 35 hours per week:  
7 hr / day @ 5 consecutive days / week

This isn't the case for all positions, as some fall within a Letter of Understanding (LOU), in which these roles may involve different demands, like flexible hours or travel

Lab Assistants  
Student Housing Coordinator  
Recruitment Officers  
International Projects & Marketing Specialist Coordinator  
..etc

To see if your position falls within an LOU, please refer to the Letters of Understandings found at the back of the Collective Agreement for more info.

[Article 8.1]

## BREAKS

**You are entitled to breaks**, regardless of how fast-paced your department may be.

Be sure to arrange break times with your coworkers to ensure a time that works best for everyone. All support staff are entitled to the following:

### **5-7 hr workday**

15 min paid rest period x 2  
(one in the morning | one in the afternoon)

### **3.5 hr workday**

15 min paid rest period x 1  
(as close as possible to the middle of the shift)

[Article 8.4]

## SCHEDULING

You're entitled to a minimum of 10 hours rest between scheduled work shifts, exclusive of overtime.

[Article 8.2]

## SHIFT CHANGES

Yes, the College can change your work schedule (regular or term employee).

However, you "must be notified 5 days prior in writing (except in emergency/emergent situations or with your agreement, which shall not be unreasonably withheld)."

[Article 8.3]

**7**

# OVER TIME

## OVERTIME

Overtime must be pre-approved by your manager and is defined as any hours worked in excess of normal hours of work.

A normal work week is:

- 35 hr/wk
- 7 hr/day
- \* 5 consecutive days per week (excluding Sunday)

Upon accepting OT, you have the **option** of either: **time-off in lieu** or **overtime pay**.

### RATE OF PAY

- "1 ½ times an employee's regular rate of pay for the first 3 overtime hours worked in a day or eight 8 overtime hours worked in a week, and two 2 times thereafter; and
- two (2) times an employee's regular rate of pay for all overtime worked on a scheduled rest day."

Time-off in lieu of overtime will be calculated at the applicable overtime rate of pay, and must be taken within 6 months and at a time mutually agreeable to the employee and your supervisor.

### MEAL ALLOWANCE

If you work 3 or more hours of overtime on a scheduled workday, and/or 5 or more hours on a weekend, you're entitled to a meal allowance (consistent with College Policy No. 3.2.5).

Further to that, you're also allowed a one-half hour meal break with pay at the applicable overtime rate.

[Article 10]

### STUFF YOU SHOULD KNOW

"In the event that the accumulated overtime cannot be taken as time off in lieu, it shall be paid out at the concluding calendar year end, or, depending upon the circumstance presented, overtime may be carried forward as mutually agreed to, in 'advance', by the College and the employee."

"An employee may request a payment from their time in lieu bank at any time."

"Overtime must also be shared among all the employees in a work group, if applicable."

An important note is that "overtime cannot be refused if 24 hours' advance notice is provided and there is no other qualified employee able and willing to work the overtime."

**IN  
A FUTURE  
WITHOUT  
UNIONS  
THERE  
WOULD  
BE**

**S L O W E R**

E C O N O M I C   G R O W T H

**&**

**S T A G N A N T**

W A G E S

S. Cooper

*The Benefits of Collective Bargaining*

8

# SICK TIME

## SICK LEAVE ENTITLEMENT

"A Regular Full-time, Regular Sessional or Regular Part-time employee, not on a leave of absence, shall earn and accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month to a maximum of one hundred and twenty days (120) as per the following:"

|                 |                                   |
|-----------------|-----------------------------------|
| 1 year          | 18 working days (pro-rata)        |
| 2 years         | up to 36 working days (pro-rata)  |
| 3 years         | up to 54 working days (pro-rata)  |
| 4 years         | up to 72 working days (pro-rata)  |
| 5 years         | up to 90 working days (pro-rata)  |
| 6 years or more | up to 120 working days (pro-rata) |

"Absence from work due to an illness or a non-industrial injury shall be claimed against the accumulated but unused sick leave credits.

The College may advance sick leave credits to a maximum of five (5) days.

After three (3) or more consecutive days of absence, the College may require appropriate verification of any illness or injury necessitating a sick leave claim.

However, in extenuating circumstances as determined by the College, the College may require appropriate verification for less than three (3) consecutive days of absence."

[Article 13.1.2]



**WITHOUT UNIONS &  
THE COLLECTIVE BARGAINING PROCESS  
SOCIETY  
WOULD BE  
A LOT  
WORSE OFF**

S. Cooper

*The Benefits of Collective Bargaining*

**9**

# LEAVES

## LEAVES WITH PAY

This section will focus on bereavement leave and personal circumstance leave, as they are incredibly handy to know about.

For a full list of other leaves with pay, including jury duty and court appearance, please refer to Article 13 of the Collective Agreement.

## BEREAVEMENT LEAVE

Grieving the loss of a loved one is difficult enough.

In the event of a death in the immediate family, regular or term employees—not on a leave of absence without pay—are eligible for bereavement leave with pay for a maximum of 5 working days. The leave may be split into two separate periods, one adjoin the date of death and the other leading to and/or including the date of the memorial service.

“Bereavement leave is limited to the loss of immediate family, but may be granted by the Manager of Human Resources in the event of the death of another individual, depending upon the specific circumstances presented.”

### **Immediate Family**

parents, spouse (including common-law spouse),  
common-law children, common-law parents-in-law,  
brother, sister, child, step child, stepchild, grandparent,  
mother-in-law, father-in-law, sister-in-law, brother-in-law,  
grandparent-in-law, grandchild  
or  
any other person living in the same household

In the event of the death of a non-family member, a regular or term employee—not on a leave of absence without pay—is eligible for 1 day to attend the funeral of a friend.

[Article 13.2]

## PERSONAL CIRCUMSTANCE LEAVE

In the event that a loved one becomes severely ill, we are fortunate to have something in place.

Each year, regular and term employees are eligible for a maximum of 12 working days for personal circumstance and bereavement leave (which does not accrue into the following year).

Personal circumstance leave may be used for the tending and/or arranging of care for a member of the employee's immediate family (as defined in Article 13.2) and is usually approved up to 3 consecutive days - but may be extended depending upon the situation or circumstance.

To access it, you must contact both your manager and HR for approval.

### IMPORTANT

Personal circumstance leave

**may be granted more than once for the same situation,**  
provided the total personal circumstance leave and/or  
bereavement leave requirements do not exceed 12 working days per year.

[Article 13.3]

## LEAVES WITHOUT PAY

Leaves without pay include, but are not limited to, maternity, adoption, and parental leave, as well as leave for union business.

For a full list of other leaves without pay, please refer to Article 14 of the Collective Agreement.

IN A WORLD  
WITHOUT  
COLLECTIVE BARGAINING

# OFFSHORING WOULD C O N T I N U E

THERE WOULD BE  
NO ONE REINVESTING  
BACK INTO OUR SOCIETY  
TO HELP CREATE LOCAL JOBS

S. Cooper

*The Benefits of Collective Bargaining*

**10**

# SENIORITY

## SENIORITY

Seniority at the College is defined as the length of time you've worked in a Regular Full-time, Regular Sessional, or Regular Part-time position.

Term employees may also accrue seniority based on the start date of their current term position.

"Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions" in the Collective Agreement. [Article 20.1]

That said, the accrual of time is different with each type of position, so we suggest that you read Article 20 of the Collective Agreement, to get a clearer understanding.

[Article 20]

## JOB POSTINGS

College job postings are posted internally for a minimum of 5 working days, giving internal applicants the first opportunity to apply.

Internal applicants who meet the necessary qualifications and abilities will be considered, and may be subsequently interviewed.

"[I]f no internal applicants have applied, or, if upon concluding the screening process, it has been determined that internal applicant(s) have not met the necessary qualifications and ability criteria, the position will then be posted externally."

To learn more about the internal screening process, selection & seniority, internal job probation periods, and more, check out Article 21 of the Collective Agreement.

Auxiliaries may apply as an internal applicant after 900 hours of employment, or 450 hours in the same department, and can apply for any posting once it has gone external.

**“UNIONS  
RAISE WAGES  
FOR BOTH  
UNION AND  
NONUNION  
WORKERS.”**

Economic Policy Institute

<https://www.epi.org/publication/unions-help-reduce-disparities-and-strengthen-our-democracy>



**11**

# HEALTH & SAFETY

## OCCUPATIONAL HEALTH & SAFETY

Here are your 3 basic rights that you have as a worker:

1. **THE RIGHT TO KNOW**  
about hazards in the workplace, how to identify them and how to protect yourself
2. **THE RIGHT TO PARTICIPATE** in the safety program
3. **THE RIGHT TO REFUSE** unsafe work without job loss or other penalty

## REFUSING UNSAFE WORK

Health and Safety laws safeguard your right to refuse work that you believe is unsafe for you or another worker.

Below are some examples, as listed in the CUPE Steward Handbook<sup>3</sup>:

**Here are some examples of working conditions that could be unsafe:**

- Faulty machinery
- A problem with air quality
- Something in the environment that causes allergic or other physical reactions
- Too few workers to do the job (unsafe staffing levels)
- Violence or the threat of violence that could cause physical harm

**Some public sector workers face limits on the right to refuse unsafe work if:**

- Refusal to work puts the health and safety of another person (such as a patient or resident) at risk; or
- The hazard is a normal condition of the job (such as education assistants working with violent students or hospital staff exposed to germs and disease)

**“Through the give-and-take [of negotiation and bargaining], **UNIONS** are able to negotiate an agreement with employers that not only **BENEFIT**s the future of the business, but **SOCIETY AS A WHOLE.**”**

S. Cooper

*The Benefits of Collective Bargaining*

**12**

# COMMITTEES

## COMMITTEES

As a union, we strongly encourage involvement with College activities and committees.

There's a combination of elected and volunteer positions.

Elected positions have different durations and are usually voted on at the end of each term - generally around February or March.

You might hear of the following committees referred to from time-to-time. They are all joint committees, meaning that members of CUPE, management, and sometimes CORFA, sit on them (either through election or appointment by the CUPE local President).

### **JEIP (Joint Early Intervention Committee)**

Pronounced 'jeep', this committee is in place to help reduce short-term absences by providing employees with a support system focused on customized workplace accommodations and safe return to work programs.

### **JE (Job Evaluation Committee)**

This committee reviews up to 16 support staff jobs a year, which in some instances can involve some positions being upgraded in pay grade. Each job is reviewed over a 5 year cycle.

### **CPC (College Policy Committee)**

Comprised of top management and the presidents of both unions, this committee meets every 6 weeks to review College Policies.

### **Labour Management**

Where College issues are brought to be resolved before the grievance process.

For a full list of other committees and to see what each one does, check out the Committees page on our website: [2773.wplocals.cupe.ca/about-us/committees](http://2773.wplocals.cupe.ca/about-us/committees)

## TIME OFF FOR UNION BUSINESS

Being that committees play such an integral role to shaping and maintaining College culture, involvement is very important.

As such, committee members are entitled the ability to attend Committee meetings during work hours.

It's important to communicate with your manager to let them know of any possible scheduling conflicts or where you're going to be during that duration of time.

But your manager cannot unreasonably refuse to allow you to attend a meeting, nor can they tell you which committees you can and cannot be on (not that they would, but it's good to know).

Below is a hypothetical situation involving time off for union business...

### Hypothetical example

You join a committee and are heading to your first meeting during work hours.

Your manager then tells you that you're permitted to participate on the committee, so long as it doesn't interfere with your hours of work and that you make up any time missed attending meetings.

### Your manager would be **WRONG** (as shown in Article 13.5)

"An employee whose assigned work schedule would prevent them from attending meetings of a college committee to which they have been elected or appointed, will be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s). Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the College as a general operating expense."

**WITHOUT UNIONS**  
**WE WOULD**  
**MOST LIKELY SEE**

**HIGHER** **POVERTY RATES**

**HIGHER** **WORKPLACE ACCIDENTS**

**HIGHER** **DEATH RATES**

**&**

**FEWER** **GOOD QUALITY JOBS**

S. Cooper

*The Benefits of Collective Bargaining*

**13**

# RIGHTS



## MANAGEMENT RIGHTS

Your manager has a right to manage.

However, that right to manage shall not be used to direct an employee in a discriminatory manner, nor shall it be used to deprive an employee of her employment, except for just cause.

[Article 3]

## HARASSMENT DISCRIMINATION BULLYING

The College and the Union have zero tolerance for harassment or discrimination in any form, and shall treat any complaint seriously and in the strictest of confidence.

If you feel that you have been subject to or have witnessed discrimination or harassment, **PLEASE DON'T BE SILENT.**

We encourage everyone to read Article 7 of the Collective Agreement for detailed definition of what qualifies as harassment, as well as to see a detailed description of College procedure.

CUPE also has some excellent literature on their website, which is very much worth a read: [cupe.ca/speak-out-stop-harassment-pamphlet](https://cupe.ca/speak-out-stop-harassment-pamphlet).

While it shouldn't have to be noted: "Ordinary supervisory responsibilities, including disciplinary action, do not constitute harassment."<sup>4</sup>

<sup>4</sup> The Board of Governors of College of the Rockies and Canadian Union of Public Employees, Local 2773. (2014). Collective Agreement Between the Board of Governors of College of the Rockies and Canadian Union of Public Employees, July 1, 2014 to June 30, 2019. Cranbrook, BC.

**"AS UNION  
MEMBERSHIP  
DECLINES,  
INCOME  
INEQUALITY  
INCREASES."**

Economic Policy Institute

<https://www.epi.org/publication/unions-help-reduce-disparities-and-strengthen-our-democracy>

**14**

# DISCIPLINE

## DISCIPLINE

No one is perfect. Sometimes we make mistakes.

If your manager flags a behaviour or performance issue that they feel needs correcting<sup>5</sup>, they will hopefully provide you with direction and clearly defined expectations.

Always keep in mind that you have the right to have a Shop Steward present!

If, after said conversation, that behaviour or performance issue continues, you will most likely face disciplinary action.

While a manager has the right to manage, they have a 5-step process that they must follow when it comes to discipline.

Flip to the next page to see what discipline should look like, as stated in the Managers Handbook:

Remember...

**if you believe that you are facing unfair discipline you should consult with a Shop Steward**

<sup>5</sup> NOTE: "At all stages of discipline, the manager (or the HR department representative) [is] expected to ensure that [they] have either personally observed the behaviour/performance in question, or that [they] have investigated allegations of behaviour and concluded, on the balance of probabilities, that the behaviour has occurred..." [Managers Handbook – 2007, p. 34]

# WHAT DISCIPLINE SHOULD LOOK LIKE

## 1 FEEDBACK



- This is a very informal step and would not require union representation.
- It is expected that the manager will keep notes of any discussions at this stage, in the event that the matter proceeds to further stages.

## 2 VERBAL WARNING



- Informal feedback should have been provided by this stage.
- At this step, management will be accompanied by someone from HR (simply to serve as a formal witness), while the employee is expected to be accompanied by a union representative.

## 3 WRITTEN WARNING



- At this step, the employee has received feedback and a verbal warning.
- Another formal meeting shall be called, and the manager will present a letter articulating that the underlying behaviour/performance is unacceptable, and that should it continue, the employee will be subject to further discipline, up to and including

## 4 SUSPENSION



- The first 3 steps have been taken and the behaviour persists.

## 5 TERMINATION



- When all other steps have been taken and the behaviour/performance persists, the employee will be terminated.

## RESTRICTIVE REPORTS

If you've done something wrong on the job, your manager cannot simply take note of the performance issue and squirrel it away to be used against you at a later time that's convenient for them. That's called restrictive reporting.

If your manager is dissatisfied with your work performance, they have to tell you. That conversation should involve your manager providing you with clear direction and clearly defined expectations (aka: constructive feedback).

In fact, your manager has 20 working days to inform you—in writing—of any internal or external written reports or evaluations which express dissatisfaction with your performance.

If this procedure is not followed, the report shall not become a part of the employee's record for use against her/him in regards to termination, suspension, discipline, promotion, involuntary transfer, or any other related matters.

Nor can your manager add a note to your employee file without telling you.

"All such reports and evaluations must be copied to the employee's file in Human Resources and be available to the employee. Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure. If successfully grieved, such reports and evaluations will be removed from the file and/or files."

[Article 7.6.2]

## SHOP STEWARDS

Our Shop Stewards are here to represent you and to defend your best interests.

If you're facing an uncomfortable situation, with either a manager or a colleague, you might feel hesitant to involve a Shop Steward - thinking that involving them may escalate matters. It's important to know that Shop Stewards are trained and can often bring a level of calmness to defuse heated situations.

Shop Stewards are an amazing resource to have, and can function as an excellent mediator/intermediary if you are not seeing eye-to-eye with a manager or even a coworker.

You can speak with a Shop Steward confidentially or request that they act on your behalf. When acting on your behalf with management, Stewards have equivalent status. If you need assistance or have any questions, don't hesitate to call one of our Shop Stewards: [2773.wplocals.cupe.ca/about-us/shop-stewards](https://2773.wplocals.cupe.ca/about-us/shop-stewards).

## YOUR RIGHT TO HAVE A STEWARD PRESENT

If you're facing discipline, you have the right to have a Union Steward present at any formal meeting to discuss formal disciplinary action.

"When an employee is to be disciplined and such discipline is to become part of her/his personnel file, the Supervisor shall so notify the employee in advance, so the employee may contact her/his Union Steward to be present at the formal meeting."

[Article 7.7]

## CUPE BYLAWS

CUPE 2773 Bylaws can be found on our website:

[2773.wplocals.cupe.ca/resources/bylaws](https://2773.wplocals.cupe.ca/resources/bylaws)

Our Bylaws are adopted by the Local pursuant to, and to supplement, Appendix B of the CUPE Constitution, to safeguard the rights of the members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

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LOWER  
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