

## Settlement Agreement

Between:

Camosun College

(the “College”)

And:

Camosun College Faculty Association

(the “Union”)

### Re: COVID-19 Grievance

#### WHEREAS:

- A. The COVID 19 pandemic presented a challenge for the College and the Union in both protecting health and safety and continuing to operate under evolving public health restrictions, including impacting faculty professional development opportunities available since March 2020;
- B. The Union is certified under the Labour Relations Code as the exclusive bargaining agent for a unit of employees of the College (the “Bargaining Unit”), and a collective agreement covering the Bargaining Unit is currently in effect (the “Collective Agreement”);
- C. On June 24, 2020 and October 13, 2020 respectively, the Union filed the Workload Winter 2020 and Workload Spring/Summer 2020 grievances, alleging that the College violated the Collective Agreement in its response to the COVID-19 pandemic (the “Pandemic”) and, in part, seeking remedy for faculty members for increased workload as a result of the College’s move to online learning at the College (the “Grievances”); The Employer’s step 3 response was provided January 28, 2021.
- D. The Union filed a complaint with the Labour Relations Board on December 23, 2020 alleging that the College violated Section 54 of the *Code* in its response to the Pandemic (the “Section 54 Complaint”); and
- E. The Parties have reached the following agreement, without prejudice and without precedent, in full and final settlement of the Grievances and the Section 54 Complaint;

**NOW THEREFORE** the Parties agree as follows:

1. Without prejudice or precedent and not as an admission of any liability, the Employer will communicate, to all of the Faculty for whom the College has an email address, a sincere expression of thanks to faculty for their exemplary work in preparing for online delivery, during the initial stages of the COVID pandemic, and an acknowledgement that this work would not usually have been performed had it not been necessary to comply with public health orders.

## **Probationary and Continuing Faculty**


2. It is acknowledged and agreed that currently employed probationary and continuing faculty members who actively worked during the Winter 2020 and/or Spring/Summer 2020 semesters (the “Designated Period”) (“Eligible Continuing Faculty”), may not have had the opportunity to access the full range of scheduled development activities because of their need to transition their courses for online delivery as a result of the Pandemic.
3. In addition to the current Scheduled Development time entitlements under the Collective Agreement, the College will provide 9 extra days of Professional Development (“Extra PD Days”) to each Eligible Continuing Faculty members to be taken by no later than August 31, 2024. These days may be scheduled at the discretion of the Eligible Faculty member but must be scheduled outside of Scheduled Development time, during non-instructional days and not at a time when a department meeting is scheduled. The amount of Extra PD Days will be prorated for part-time Eligible Continuing Faculty proportionate to their FTE.
4. Extra PD Days will only be used for the purpose of professional development as described in Article 10.01(e) of the Collective Agreement and may not be paid out, or used for any other purpose. These days will be recorded as professional development on a College form for tracking purposes.
5. The usual process for application for professional development funds will apply to the Extra PD Days.

## **Term Faculty**

6. Faculty who were term faculty working online for the College in Winter 2020 and/or Spring/Summer 2020 semesters may make an application to the Professional Development Committee by March 15, 2022, for special access to the 2021-2022 Common Professional Development Fund (the “Fund”) in accordance with paragraph 7 to recognize that term faculty may have had less time for training and preparing for online modes of delivery of courses or services in the Winter 2020 and Spring/Summer 2020 semesters.
7. By no later than March 31, 2022, the Professional Development Committee will allocate \$300, less required deductions, from the Fund to faculty making a request under paragraph 6, to a total aggregate maximum of \$50,000. Any other allocation from the Fund will be subject to the process and terms set out in the Collective Agreement.
8. By no later than February 28, 2022, the College will, with the assistance of the CCFA, send a copy of this Agreement to all faculty who worked online for the College in Winter 2020 and/or Spring/Summer 2020 semesters:

- a. By personal email to term faculty for whom the College has a personal email address;
  - b. By Camosun email for any term faculty actively employed by the College; and/or
  - c. By mail to their last known mailing address for those for whom the College has no email address.
9. By no later than March 22, 2022, the Professional Development Committee will provide the College and the Union with all of the applications made under paragraph 6 and 7 of this Agreement.
10. The Union withdraws the Grievances. The Union will promptly notify the Labour Relations Board that it withdraws its section 54 Complaint. The Union will not commence any actions with respect to the subject matter of the Grievances and the Section 54 Complaint, except to enforce the terms of this Agreement.
11. The parties confirm that their regular joint labour management meetings are an important and valuable tool to ensure ongoing discussions on emerging issues and are committed to continuing those meetings.
12. The terms of this Agreement are made on a one-time basis only in order to deal with the special circumstances caused by the onset of the COVID 19 pandemic. This Agreement is without prejudice to either party's interpretation of the Collective Agreement.
13. This Agreement represents a compromise of disputed claims and nothing in this Agreement represents an admission of liability on the part of the College.

**IN WITNESS WHEREOF** the Parties have executed this Settlement Agreement this 17 day of December, 2021.

  
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Executive Director HR  
For the College

  
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For the Post-Secondary Employers' Association

  
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CCFA President  
For the Union