

Camosun – CCFA

Offer for Settlement

DATE: _____ August 24, 2023 _____

TIME: _____

Introduction

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Employer to the Union for the renewal of the expired 2019-2022 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

MEMORANDUM OF AGREEMENT

between the

CAMOSUN COLLEGE

(hereinafter called "the Employer")

and the

CAMOSUN COLLEGE FACULTY ASSOCIATION

(hereinafter called "the Association")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CAMOSUN COLLEGE FACULTY ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2022 to March 31, 2025, both dates inclusive.

3. Effective Dates

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

4. Schedule "A"

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

5. Schedule "B"

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

6. Ratification

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

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

Signed this 24 day of August, 2023.

BARGAINING REPRESENTATIVES
THE FOR THE EMPLOYER:

Tom Tom

<print name>

[Signature]

<print name>

[Signature]

<print name>

BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:

[Signature]

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Schedule "A"

1.

Salary Increase

All salary scales for faculty classifications or positions in the collective agreement shall be increased by the following percentages effective on the dates indicated:

1. Effective the first day of the first full pay period after April 01, 2022, all annual salary scales in the collective agreements which were in effect on March 31, 2022 shall have each step increased by four hundred and fifty-five (\$455) dollars. The resulting rates of pay will then be increased by a further three point two four percent (3.24%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
2. Effective the first day of the first full pay period after April 01, 2023, all salary scales in the collective agreements which were in effect on March 31, 2023 shall be increased by six point seven five percent (6.75%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (Note: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.)
3. Effective the first day of the first full pay period after April 01, 2024, all salary scales in the collective agreements which were in effect on March 31, 2024 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
4. The above salary increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.
5. These salary increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the applicable local agreement and any employees who retired on or after April 1, 2022. Notwithstanding the foregoing, any former employees who worked at the College and were part of the bargaining unit **at any point** between April 1, 2022, and the date of ratification must apply to the College within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable.

2.

Cost of Living Adjustment

Letter of Understanding #XX
Re: **Cost of Living Adjustment**

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on the first pay period after April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on the first pay period after April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

3.

Preamble

THIS AGREEMENT made and entered for the term April 1, ~~2019~~ 2022 to March 31, ~~2022~~ 2025,

No changes to remainder of Preamble

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1.04 Continuing Appointments

No changes to Clause 1.04(a) through (c)

(d) Transition from Term Appointments to Probationary or Continuing Appointments.

Any Faculty Member on a term appointment, other than indefinite term shall upon application to Human Resources be granted probationary or continuing employment, subject to the following conditions:

- i. He/She The Faculty Member must have been appointed to a term position through normal school selection procedures in effect at the time of their appointment.
- ii. He/She The Faculty Member must have completed a minimum appointment term appointment(s) of at least eight (8) weeks of full-time equivalent employment in each of two (2) semesters ~~or three (3) quarters~~ in each of two (2) consecutive years. The resulting full-time equivalent employment over the two consecutive year period (ie. two consecutive and complete twelve-month (12-month) periods must be at least thirty-two (32) weeks for an average workload of at least fifty percent (50%) in each year. The ~~minimum appointment has two required elements:~~
 1. ~~Employment of at least twelve (12) weeks in a semester or at least nine (9) weeks in a quarter.~~
 2. ~~Employment averaging at least forty percent (40%) of full-time employment in the twelve (12) or nine (9) week period.~~

~~The resulting full-time equivalent employment over the two year period must be at least thirty (30) weeks, i.e. an average workload of at least fifty percent (50%) in a year.~~
- iii. The Faculty Member normally must have worked in one department during the qualifying period, except in the case of Faculty Members who have done similar work in more than one department. Should there be disagreement concerning whether or not an individual who has worked in more than one department during the qualifying period is entitled to continuing status, the matter shall be resolved according to the provisions of Clauses 21.01 and 21.02.
 1. He/She The Faculty Member must have been successfully evaluated according to established evaluation procedures under Article 28.
 2. An assignment averaging at least fifty percent (50%) of full-time employment, ~~with a minimum of forty percent (40%) at any given time,~~ based on the normal workload of a full-time instructor in the relevant department, shall be available over two (2)

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semesters or ~~three (3) quarters~~ in the next year. The Employer is obligated to offer continuing employment when the annual budget and operating plan indicate that an assignment to the level stipulated above will be available. When the Employer concludes that sufficient work is not available to offer an individual a continuing contract, the Employer shall inform the individual and the Union in writing of the reasons for the decision.

All benefit calculations, including long term disability, will be based on the average annual percentage of full-time employment.

Conversion to a continuing appointment shall occur only at the beginning of the next term or semester following qualification and application.

~~For the purposes of this clause, the period from May through August shall be considered a semester.~~

The Employer shall not deny a Faculty Member the rights stipulated in this clause as a result of having neglected to evaluate the Faculty Member.

When more than one candidate is eligible for a single continuing appointment under this clause, the appointment shall be offered to the Employee ~~deemed most qualified by the Dean or Director in consultation with the Chair and department.~~

~~Should the Dean or Director in consultation with the Chair and department deem two (2) or more individuals equally qualified, the appointment will be offered to the Employee with the most service in the bargaining unit.~~

5.

1.06 Selection of New Faculty

Faculty Members of the respective department shall be consulted in the selection of all new faculty. ~~Procedures for faculty consultation will be specified in writing by the appropriate Dean or Director.~~

- a) Where a selection committee is deemed necessary by the Dean/Director, the Selection Committee shall normally consist of the following:
 1. the appropriate Dean/Director and/or designate, who shall be Selection Committee Chair,
 2. if applicable, the appropriate department Chair, or designate,
 3. two (2) Faculty Members from the department, appointed by the Department Chair. Where the department does not have a Chair as per Clause 6.04, three (3) Faculty Members will be elected by the Department.
- b) The Selection Committee Chair may increase the number of participants provided that the total number does not exceed six (6).

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- c) All members of the Selection Committee will actively participate in shortlisting, preparing interview questions, interviewing, and the hiring recommendation. The Selection Committee will make its recommendation to the Dean/Director.
- d) The final hiring decision shall be made by the Dean/Director.

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e) Upon the Faculty Member's written request, adverse reports and letters of discipline contained in the personnel file shall be removed after twenty-four (24) months of employment, excluding any leaves, provided that no subsequent discipline has been imposed during that period. This provision does not apply to letters of expectation, which are non-disciplinary, or letters of suspension.

7.

LAYOFFS

3.01 Layoff Notification

(a) When a layoff is necessary due to changes of enrollment, the deletion of a program, technological changes, or insufficient operating funds, an Employee shall be entitled to notice as follows, excluding annual holidays:

Four (4) months' notice	Probationary and Continuing Employees with three (3) years of service or greater, irrespective of percentage of full-time equivalent employment.
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Two (2) months' notice	Term, and Probationary and Continuing Employees with less than three (3) years of service, irrespective of percentage of full-time equivalent employment.
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~~In the event that the President approves termination of an appointment for reasons of layoff, the Employer shall inform the individual at least fourteen (14) days prior to issuing the layoff notice. The notice period shall be calculated from the date that the President College issues the layoff notice. The Chairperson of the Board shall be informed of any termination resulting from a layoff notice.~~

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- (b) In the event that the availability of additional employment is known before the designated layoff date, such that the Employee is able to continue without an interruption of greater than two (2) weeks, exclusive of vacations, the effective layoff date will be delayed to the end of the additional assignment. All benefits in effect at the original layoff date will continue during this extension, but no subsequent notice period will be given, nor will the period for exercising 'bumping' privileges be extended.

When a layoff is necessary in a particular department, it shall occur in reverse order of service seniority. In each case, the remaining Employees in the department must have the essential skills or expertise needed to meet the departmental objectives and activities. However, the Faculty Member can transfer to any other department where the Employee is fully qualified, if necessary displacing a less senior Faculty Member.

The Employer will inform an Employee of their right to have a Union representative present at any meeting in which layoff or the potential for layoff is being discussed with an Employee.

Whenever possible, an Employee shall be given an opportunity to serve the College in some other capacity for which the Employee is qualified. This clause applies to all Employees, including those on leave at the time of layoff.

A written request for transfer to another department must be received within ten (10) working days of receipt of notification of termination as a result of layoff. Where an Employee is qualified in more than one (1) department, the Employee must always displace the least senior person.

3.02 Transfer and Bumping Process – Probationary and Continuing Employees

No further changes to the language of this clause.

3.03 Retraining – Probationary and Continuing Employees

- (a) An Employee who is to be laid off, who is not judged to be qualified to transfer to another position occupied by an Employee having less seniority as provided in Clause 3.02, and who has served the College for at least five (5) years, shall receive paid leave of up to eight (8) months, if required, in order to qualify for an available position at the College within the bargaining unit. An available position is one which, within two (2) months of the time the layoff is given, is vacant or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.04 shall apply.
- (b) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected Employee such that the Employee's continuing employment is threatened, such Employee shall be given up to two (2) months in addition to annual vacation and to scheduled development time provided in Clause 10 for approved professional development, with no loss of income, benefits or seniority.



8.

No changes to 6.01 through 6.03

6.04 Complement of Chairs

For each department (career program or subject cluster defined by the College) which consists of three (3) or more Faculty Members FTE, a Chair shall be appointed. Every Faculty Member shall belong to a department. Each Chair will have release time for Chair duties established from time to time by the Dean or Director and Vice-President in consultation with the department Chair.

No changes to 6.05

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6.06 Term of Office of Chairs

The term of office shall be three (3) years with the position being declared vacant and posted for one (1) month, at least two (2) months prior to the end of the three (3) year term. The appointment of the incumbent will be automatically renewed if no applications for the position besides the incumbent's are received. An evaluation will be conducted at least once in each Chair's term the first two (2) years of the term of office. If re-appointed, the Chair shall be evaluated at least once during each subsequent term. An evaluation may be conducted at any time during the term of the appointment and may result in an early termination of the Chair's assignment. ~~In addition, an evaluation will be conducted upon a request of other Employees within the department.~~ All Faculty Members in the department shall have the opportunity to contribute to these evaluations. When a Chair position is vacated during the term, the position shall be posted for two (2) weeks, and a replacement appointed as soon thereafter as is practical. In consultation with the department, the Dean may choose to appoint the replacement Chair for any period of time between the remainder of the three (3) year term and three (3) years.

10.

7.01 Workload

No changes until below paragraph:

In the event that exceptional circumstances result in the guideline being exceeded, the Faculty Member, Chair, and Dean must agree to the assignment. Compensation for the period of excessive workload shall be agreed to in advance. A continuing or probationary Faculty Member who accepts an assignment with an excessive workload will either be given time off at a time acceptable to the Faculty Member, Chair and Dean or will receive prorated remuneration at the Faculty Member's discretion. All other Faculty Members who accept an assignment with an excessive workload will receive prorated remuneration. Faculty members have the right to Union representation when discussing compensation for excessive

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workload with the College under this clause.

No changes to remaining 7.01, nor changes to Clause 7.02 through 7.03

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7.04 Substitute Instructors

No change to 7.04(a)

(b) Conditions of Employment for Substitutes and Reporting Responsibilities:

Substitute instructors shall be paid an hourly rate in accordance with the following table and shall receive only statutory benefits, for a period of up to four (4) weeks for any single assignment.

Effective	Hourly Rate
April 1, 2019	\$48.32
April 1, 2020	\$49.29
April 1, 2021	\$50.28
April 1, 2022	TBD
April 1, 2023	TBD
April 1, 2024	TBD

No changes to remainder of 7.04 (b), 7.04(c), nor 7.05

12.

7.06 Preparation Time for New Employees

Whenever possible, the Employer shall provide for new Employees to be employed at least two (2) weeks in advance of assuming a full teaching load. This includes probationary or term appointments of four (4) months duration or longer. A new Employee is defined as one having no previous teaching experience or as one required to teach a specific course for which no course material is available who has not previously taught at the College.

13.

10.01 Scheduled Development Time for Faculty

Scheduled development time for faculty is based on the recognition of the need for continuous development of Faculty Members, of educational practice, and of the organization. Scheduled

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development time and activities support Faculty Members in the development of their own learning related to their current or potential role(s) at the College and in the application of their knowledge, skills and awareness to the ongoing development of the College as a learning-centered institution. Scheduled development time and activities support Faculty Members in responding to identified learning and development needs of students, departments, community groups, the College, and the individual Faculty Members themselves. ~~Scheduled development activities respond to a range of individual and institutional needs related to the Faculty Member's current or potential College role(s).~~ **These activities may include but are not restricted to formal or private study, either for credit or not for credit; research; industrial or community liaison; work experience; relevant travel; course, curriculum, and/or program development, review, and revision; exploration and development of new course materials; development of instructional innovation; and participation in the planning or governance procedures of the department, school, or College.**

(a) Categories of Scheduled Development Activities

While scheduled development activities vary broadly, projects should be classified among the following three general categories:

Professional Development focuses on the Faculty Member's development of knowledge, skills, and awareness related to the Faculty Member's educational practice, area(s) of professional expertise, and current or potential college role(s).

Instructional Development focuses on the development of instruction, courses, and programs, with the purpose of enhancing student learning.

Organizational Development focuses on the development of department, school, or College operations or procedures as a means of providing an effective learning and teaching environment.

While scheduled development projects may include any or all of these categories, over time approximately half (1/2) of a Faculty Member's activity shall focus on professional development. With approval from their Dean or Director, Faculty Members may increase their proportion of professional development.

(b) Entitlement to Scheduled Development Time

(i) ~~Every~~ Continuing, ~~and~~ probationary, indefinite term (as per Clause 1.02(d)), and post-retirement (as per Clause 18.03) Faculty Members, Faculty Member(s), with the exception of Continuing Education co-ordinators, International Education Project Officers, ~~and~~ Senior Analysts, and Program Developers in Professional Studies and Industry Training, shall be granted annually two (2) months' time, or the equivalent, free of regular duties, for approved scheduled development activities (except when reductions apply as per Clause 10.01(c) (d) or where the conditions of Clause 10.01(b)(iii) are not met). Part-time Faculty Members are entitled to two (2) months' time at their normal rate of pay.

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(ii) ~~(ii)~~ Except for activities which are approved by the Dean or Director for deferral as in ~~e~~Clause 10.01~~(h)~~~~(g)~~, scheduled development activities are conducted within a twelve (12) month period, commencing May 1st. This twelve (12) month period is referred to in this agreement as "the development year."

(iii) ~~(iii)~~ New probationary, ~~or continuing~~, **indefinite term, or post-retirement** Faculty Members must have been employed as ~~term, probationary, or continuing~~ Faculty Members **on term, probationary, continuing, post-retirement, or indefinite term appointments** by the September preceding ~~the each~~ development year in order to be eligible for scheduled development in that development year.

(iv) ~~(iv)~~ Term top-up assignments to part-time continuing appointments do not lead to increased Scheduled Development time.

(v) ~~Continuing Education Co-ordinators~~, International Education Project Officers, and Senior Analysts, **and Program Developers in Professional Studies and Industry Training** are each entitled to one (1) month of scheduled development time annually, normally to be taken as a two (2) month scheduled development activity every second year.

(vi) Chairs are entitled to scheduled development time on the basis of their entire assignment, which includes their Chair duties and their instructional or student development duties.

(c) *Combining Scheduled Development Activities and Professional Development*

(i) With the approval of the Dean or Director, Faculty Members shall be entitled to take their scheduled development time as part of an extended development project which includes a period of paid or unpaid professional development leave. The criteria for approval of such proposals shall be consistent with the criteria normally used in relation to applications for scheduled development time. Such proposals shall not be unreasonably denied. ~~The provisions for the reduction of scheduled development time in clause 10.01(c) do not apply to approved scheduled development activities taken in combination with paid or unpaid professional development leaves.~~

(ii) If such a leave is greater than one (1) year, a Faculty Member is eligible for scheduled development time in connection with that leave one time only.

(iii) Time taken on brief professional development activities, approved and funded by the Professional Development Committee, and taken outside the scheduled development period, is not considered part of the Faculty Member's scheduled development time.

(iv) Faculty ~~in~~ Members on scheduled development projects may apply for Professional Development Committee funds or other College funding for expenses incurred in their projects.

(v) Scheduled development time may be used in combination with regular assigned duties.

(d) Reductions in Scheduled Development Time

(i) Scheduled development time for Faculty Members, including Faculty Members in their year of retirement, is based on their employment in the previous development year, as defined in ~~Article Clause~~ 10.01(a) (b).

(ii) The following provisions do not apply to approved scheduled development activities taken in combination with paid or unpaid professional development leaves as described in Clause 10.01(c).

FACULTY-ON SEMESTER SYSTEM	
<i>Length of unassisted leave of absence based on continuing workload equivalent</i>	<i>Reduction in Scheduled development time in Faculty Members' next Scheduled Development period</i>
Two (2) months or less	No reduction
More than two (2) and up to six (6) months	One (1) month reduction
More than six (6) months	No entitlement to Scheduled Development

(iii) Faculty ~~Members~~ Members who incur a reduction in scheduled development time will carry out their regular duties or other assigned duties per Clause 7.01 during the remainder of their ~~normal~~ scheduled development period. ~~Faculty Members who incur a reduction in scheduled development time may be required to take their remaining scheduled development time at less than 100% or, for part-time continuing Faculty Members, at less than the level of their continuing contract. These~~ duties may be done in combination with the remaining scheduled development activities as agreed upon by the Faculty Member and Dean or Director. The remaining scheduled development time will be taken in their normal development period unless the Faculty Member and Dean or Director agree to another time period.

(iv) When a Faculty Member takes a partial leave of absence for a full year, the scheduled development time will be at the percentage of salary that applies during the rest of the leave of absence.

(v) Faculty ~~Members~~ Members returning from STD and LTD leaves will have no reduction in their entitlement to scheduled development time. When possible and appropriate, the scheduled development activities for such Faculty Members may be incorporated with their overall return to work plan.

(e) Scheduling of Development Activities

Scheduled development activities shall take place in one (1) uninterrupted block of time free of regular duties, unless the Faculty Member and the Dean or Director agree to another pattern.

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The scheduling of the block of development time and arrangements for other patterns will be established by the agreement of the Faculty Member, the department Chair, and the Dean or Director.

(f) Planning of Scheduled Development Activity

~~(i) Faculty members applying for scheduled development time submit proposals using application forms and guidelines established by the Joint Committee on Scheduled Development.~~

(i) Prior to each development year, Faculty Members applying for scheduled development time shall submit intents and proposals forms shall be submitted according to the table below: to the appropriate Chair by February first (1st), and to the Dean or Director by February fifteenth (15th). A formal response by the Dean or Director to all applications will be made by March fifteenth (15th). Proposals which do not receive a response by March fifteenth (15th) will be deemed to have been approved.

<u>SD Period</u>	<u>Summer</u>	<u>Fall</u>	<u>Winter</u>
<u>Submit intent to Chair and Dean</u>	<u>February 1</u>	<u>February 1</u>	<u>February 1</u>
<u>Submit proposal to Chair</u>	<u>February 1</u>	<u>June 1</u>	<u>October 1</u>
<u>Submit proposal to Dean/Director</u>	<u>February 15</u>	<u>June 15</u>	<u>October 15</u>

(ii) If a Faculty Member does not submit a formal proposal application by the relevant submission deadline, the Faculty Member is deemed to have forfeited their scheduled development time for the coming development year unless an extension is agreed to by the Dean or Director.

~~(iii) A formal response by the Dean or Director will be made by March fifteenth (15th)~~ **The Dean or Director shall formally respond to all proposals applications will be made by March fifteenth (15th) within one month of the deadline for submission to the Dean or Director.** Proposals which do not receive a response by ~~March fifteenth (15th)~~ **the approval deadline** will be deemed to have been approved.

(iv) Proposals for the use of scheduled development time shall not be unreasonably denied. The rejection of a proposal by a Dean or Director does not result in the forfeit of the scheduled development time, but results in discussions amongst between the Faculty Member, ~~Chair,~~ and the Dean or Director about an alternative development activity to reach agreement on the Faculty Member's scheduled development activity. Should the Faculty Member and the Dean or Director be unable to agree on a mutually acceptable development activity, the matter shall be referred to the Dispute Resolution process (Clause 21.01 and 21.02).

(g) Deferral of Scheduled Development Time

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- (i) When the Dean or Director and the Faculty Member agree that the Faculty Member's College assignment prevents the Faculty Member from utilizing all or part of the Faculty Member's scheduled development time, the Faculty Member shall defer all or part of the scheduled development time for future use. In other instances, deferrals of scheduled development time are limited to two (2) months, except in the case of specific projects which require a longer period and meet the approval of the Dean or Director. Such projects may include, but are not restricted to, university programs and work or other experience relevant to the Faculty Member's current or potential role(s) at the College.
- (ii) Proposals for the use and/or deferral of scheduled development time shall not be unreasonably denied, but shall be planned to cause the least possible disruption to students, and, where possible and applicable, to occur in periods of reduced student activity. In cases where programs have limited or no periods of reduced student activity, the College's operating plan will contain a commitment, within the limits of available resources, to provide replacement faculty for Faculty Members taking scheduled development time.

(h) Accountability for Scheduled Development Activities

- (i) Approved scheduled development activities constitute legitimate work assignments that are subject to the same standards and expectations of any normal professional activity undertaken by Faculty Members. Albeit the nature of these activities reflects development needs and goals of individual Faculty Members, scheduled development activity constitutes College work that is supported by College resources for the ultimate benefit of the students served. ~~Accountability for scheduled development is shared by Deans/Directors and individual Faculty Members who are responsible for ensuring that scheduled development activities are conducted in accordance with approved plans and standards, and that reports and copies of resulting products are reviewed and shared within the College community, in accordance with JCSD guidelines.~~
- (ii) **Faculty members are responsible for submitting a report to the Dean or Director summarizing the results of each year's scheduled development activity by the last day of their approved scheduled development period unless an extension is agreed to by the Dean or Director.**
- (iii) Days of illness during development projects must be reported as sick days in the normal fashion. There is no carry forward of development time lost as a result of illness. When illness interferes with the completion of a scheduled development project, the Faculty Member, with the agreement of the Dean or Director, is freed in whole or in part for responsibility for completion of the Faculty Member's project. In cases of disagreement on the impact of the illness on the Faculty Member's ability to carry out Scheduled Development activity, the matter will be resolved through the Dispute Resolution process (Clause 21.01 and 21.02).
- (iv) Although some minor variations are to be expected, each Faculty Member is obligated to carry out the general plan described in the Faculty Member's approved proposal. The developmental and exploratory nature of some projects may result in not all of the stated goals being achieved. However, major changes must be reviewed and approved by the Dean or Director in advance of the change. ~~Approval of the next scheduled development project is subject to submission of a report, in accordance with JCSD guidelines, on the previous activities.~~

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Delete LOA 2 Re: Joint Committee on Scheduled Development

14.

15.04 Sick Leave Bank

The parties agree to apply the Sick Leave Bank ("Bank") to the following limited assistance for Employees who have been denied Short Term Disability (STD) or Long Term Disability (LTD) benefits and have appealed the denial.

- (a) The value of the Bank as of the date of the ratification of the Memorandum of Settlement for the ~~2019 – 2022~~ 2022-2025 Collective Agreement is \$~~94,043.87~~ TBD. This value will be drawn down as described in Article 15.04.
- (b) The Bank will be drawn down by the cost of Employee health and welfare premiums paid by the Employer as per this clause.
- (c) When draws against the Bank are equal to or exceed the initial value of the Bank the Bank will cease to pay for benefits unless some other source of funding is agreed to by the parties.
- (d) The Bank is available to Employees eligible for Short Term Disability (STD) or Long Term Disability (LTD) provided the following:
 - (i) The Employee has completed an application to the insurer for STD or LTD benefits;
 - (ii) The Employee has been denied STD or LTD benefits by the insurer; and
 - (iii) The Employee has had a qualified medical practitioner confirm that the Employee is unable to attend to the Employee's duties at the College as a result of illness or injury; and
 - (iv) The Employee has formally appealed the insurer's decision in writing.
- (e) The Employee who is eligible for coverage as per 15.04(d) above is considered to be on an unpaid sick leave.

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Coverage

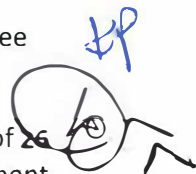
- (f) Premiums for health and welfare benefits for Employees who are eligible under Article 15.04 (d) above will be paid by the Employer for up to six (6) months for each request. This coverage shall start when the Employee commences the unpaid sick leave. The health and welfare benefits coverage is for Dental, Extended Health, PSP, Group Life, AD & D, STD, and LTD.
- (g) The Employer shall fund the Employer's payment of health and welfare benefits premiums under Article 15.04 until whichever of the following comes first:
- (i) The Employee receives STD or LTD benefits after the Employee's appeal for STD or LTD benefits is successful, or
 - (ii) The Employee returns to work, or
 - (iii) Six (6) months have expired following the ~~thirty (30) days of paid sick leave~~ denial of STD benefits or LTD benefits.
- (h) In the event that the Employee's appeal for STD or LTD benefits is denied, the Employer will draw down from the Bank the cost of the Employee's health and welfare premiums paid by the Employer under this clause.
- (i) In the event that the Employee's appeal process for STD or LTD benefits is successful, there shall be no draw down on the bank.

On April 1st of each year, the Employer shall provide the Union with a summary of all draws on the Bank and a statement of the Bank's current balance as of the reporting date.

15. 17.03 Dental Plan

The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time continuing and probationary employees. Service and coverage shall not be less than that provided as of January 1, 1982. Each term Employee with an appointment of at least fifty percent (50%) for at least 16 weeks ~~who has single or successive appointments for two semesters~~ or continuing part-time Employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan. Premiums for Employees on less than a full-time appointment shall be shared on a prorated basis.

Participation of eligible Employees in the plan shall be a condition of employment unless the Employee is covered in another plan.



[Update Appendix C]

16.

26. TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect from the 1st day of April, ~~2019-2022~~ through the 31st day of March, ~~2022-2025~~ and shall continue in force until the renewal of this Agreement.

17.

35. HIRING OF COLLEGE ADMINISTRATORS (NEW)

For the purposes of this clause, "College Administrators" means Vice Presidents, the Executive Director of Human Resources, and exempt employees who directly or indirectly supervise faculty members.

When hiring College Administrators, the College shall invite the union to appoint at least one (1) Faculty Member to the relevant Selection Committee.

18.

APPENDIX B – CHAIR'S STIPEND AND STEP 2A SALARY – to be updated

LETTER OF AGREEMENT 2

RE: JOINT COMMITTEE ON SCHEDULED DEVELOPMENT

Delete and renumber remaining LOAs.

LETTER OF AGREEMENT 3

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS

Renew and renumber.

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19.

LETTER OF AGREEMENT #4 (renumber)
RE: CO-OP AND INTERNSHIP SUPERVISION

1. Co-op or internship supervision shall not be assigned as overloads to full-time faculty members except in exceptional circumstances as per Clause 7.01.
2. 1. A Faculty Member who agrees to support and supervise students in Co-op or Internship assignments shall be paid on the basis of 1/100th (1.00%) of a full workload for each student in a semester with a minimum credit for two (2) students per semester.

~~1. A full-time Faculty Member who agrees to support and supervise students in Co-op positions in addition to their regular workload shall receive release time credits according to the following with a minimum credit for two students:~~

~~—1/100th (1.00%) of a full workload for each student in a semester~~

~~2. Section release shall be taken in the semester or quarter following accumulation of sufficient credits for one section release or in another semester or quarter mutually agreed to by the College and the Faculty Member. The credits required for a section release depend on the number of courses in a normal workload pattern in a department. For example, if a normal workload pattern is four courses; then the accumulation of credits to 25% will trigger a section release, and if the normal workload pattern is three courses, then the accumulation of credits to 33% will trigger a section release.~~

~~3. Unused release time credits in place when the Employee ceases his/her employment relationship with the College shall be converted to vacation and subject to the provisions of Clause 8.03.~~

~~4.3. A full-time Faculty Member shall not supervise more than five (5) ten (10) students in addition to their regular workload in each of the Fall and Winter semesters and not more than ten (10) students in the Summer semester.~~

~~5. A full-time Faculty Member supervising five (5) or fewer students from the Fall term through the Summer term in the semester system or from Quarter 1 through Quarter 4 in the quarter system in addition to his or her workload may elect to receive pay rather than to accrue release time credits.~~

~~6. Unused release time credits shall be converted to salary if the Employee has not done any Co-op supervision for a period of twelve (12) months.~~

~~7. Term instructors or part-time continuing instructors receiving term contracts to supervise Co-op students shall receive a contract for the period of time for which they will be supervising students and shall be compensated at the rate of 80% of one day's pay (i.e. 80% x 1/250ths of the annual salary at their placement on the provincial salary scale) for each student supervised and shall be compensated on the basis of a minimum of two students. Term instructors will be assigned a course section when the number of students is consistent with the number of students that constitute a course section for a continuing instructor doing Co-op supervision in the same department.~~

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8 4. The compensation in this letter is based on six (6.0) hours of work to supervise each student, including the full range of responsibilities described in Clause 7.01 of the Collective Agreement. In the event that exceptional circumstances result in this guideline being exceeded, Clause 7.01 shall apply.

9 5. Where Faculty members have accumulated unused "release time credits" for Co-op Supervision as per the 2019-2022 Collective Agreement, the Employer shall convert such credits to remuneration in accordance with the employee's placement on the salary scale at the time of payment.

20.

LOA XX - Revising and Rescinding Term Appointments

In response to changes of enrollment, the deletion of a program, technological changes, or insufficient operating funds, the College may find it necessary to revise or rescind term appointments. When this occurs, the College will endeavour to give the Employee as much advance notice as possible. The following conditions apply when revising and rescinding term appointments:

- i. If an offer of a term appointment is revised or rescinded more than two weeks prior to the appointment start date, no amount is payable to the Employee.
- ii. If an offer of a term appointment is revised or rescinded two (2) weeks or less prior to the appointment start date, and is not replaced by an appointment of equal or greater percentage, the Employee shall be paid a cancellation fee equal to two (2) weeks' salary at the faculty member's step on the salary scale for the lost work.
- iii. If an offer of a term appointment is revised or rescinded within the first two (2) weeks after the appointment start date and is not replaced by an appointment of equal or greater percentage, the Employee shall be given a minimum of two (2) weeks' notice in addition to the normal compensation for duties completed prior to the effective date of the rescission/revision.
- iv. If an offer of a term appointment is revised or rescinded after the first two (2) weeks of the appointment start date and is not replaced by an appointment of equal or greater percentage, the Employee shall be given the lesser of two (2) months' notice or the balance to be paid of the term appointment, in addition to the normal compensation for duties performed prior to the notification date of the rescission/revision.
- v. Where term appointments are rescinded or revised as described in this clause, the records of such Employees shall clearly indicate the reason.
- vi. The Employer will inform Employees of their right to Union representation when the Employer informs the Employee that their term appointment will be revised or rescinded.
- vii. The parties agree that this Letter of Agreement will supersede provisions of clause 1.02(d) paragraph 2 and 3.01, for the duration of the Letter of Agreement.

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21.

LOA #XX – Alternative Transportation Program

As part of its efforts to reduce its carbon footprint, the College shall provide an Alternative Transportation Program to be accessible to continuing employees who commute to and from work by public transit. The Alternative Transportation Program will be funded to a maximum of \$80,000 annually and annual expenses cannot exceed this amount. Any unused amount will be maintained to support alternative transportation initiatives as agreed upon by both parties when renewing the 2022-2025 Collective Agreement.

Employees who decline parking privileges may select one of the following options:

1. Employees who fully opt out of parking on campus will be eligible for an annual bus pass or Pro Pass at no cost to the Employee.
2. Employees wishing to receive a “flex parking pass,” which allows the Employee to park on campus on ten (10) working days each month, will receive a 50% subsidy of an annual bus pass or Pro Pass.

Those who elect to participate in the Alternative Transportation Program will not be eligible for Article 19 for the duration of the parking year.

Employees who do not apply for the Alternative Transportation Program by September 30 of each parking year will still be eligible for parking in accordance with Article 19 and the Camosun parking permit registration system.

With the exception of employees who commence employment after annual parking registration, once the registration deadline (September 30) has passed, an employee cannot register for the Alternative Transportation Program until the next annual parking registration year. Under the Program, an option, once chosen, cannot be changed until the next annual parking registration year.

For those employees who commence employment after annual parking registration and opt for the Alternative Transportation Program, the flex permits and reduced taxable benefit associated will be available on a prorated basis.

Upon ratification of this Letter of Agreement, the information currently available on the College intranet regarding the “Alternative Transportation Dividend Program” will be revised to be consistent with this Letter of Agreement.

LETTER OF AGREEMENT 7 – Alternative Transportation Dividend Program will be deleted

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22.

LOA #XX - Lifestyle and Wellness Spending Account

The parties agree that in order to assist in the enhancement of the lifestyle and health and wellness of employees, a Lifestyle & Wellness Spending Account (LWSA) shall be provided to employees.

The LWSA is intended to promote the health and wellness of employees that: to

- Encourage habits of wellness;
- Increase awareness of factors and resources that contribute to personal well being; and
- Inspire individuals to enhance their own health (physical and/or psychological).

The LWSA fund shall be established with a one-time contribution of \$152,119 (Year 1 of the Flexibility Allocation) and employees will be eligible for reimbursement up to \$375 for the uses outlined below, until all funds are depleted or until March 31, 2025, whichever is earlier. Any unused amount will be maintained to support health and wellness initiatives as agreed by both parties when renewing the 2022 – 2025 Collective Agreement.

The LWSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their LWSA towards health & wellness initiatives, such as:

- Membership and/or admission to fitness facilities;
- Textbooks and/or related media on health and/or wellness related topics;
- Smoking cessation, weight loss or addictions programs;
- Classes/courses for health/wellness enhancement or for personal or professional development;
- Fitness Instruction/ Personal Trainers;
- Admission fees for races and fitness activities;
- Fitness trackers and app subscription, such as Fitbit or MyFitnessPal, and other technology;
- Consultation session(s) with a Registered Dietitian or Nutritionist;
- Meditation/Mindfulness classes or programs;
- Active wear and sports equipment;
- Artistic and Cultural activities, courses and supplies; and
- For other lifestyle or wellness purposes, as agreed by the Employer and Union.

To promote employee wellness, expenses must benefit the employee directly. Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed.

Employees must submit receipt(s) in the fiscal year the expense was incurred and not later than March 31, 2025 for reimbursement.

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If an employee has unused LWSA funds when they leave the employ of the College, that unused allowance is forfeited.

23.

While not to be included in the collective agreement, the following changes will be made to the faculty benefit plan, effective September 1, 2023

- *Increase in psychological services to \$3000 annually*
- *Transfer total premium costs for psychological services plan to Employer*
- *Remove per visit limits for professional services*
- *Add Gender Affirmation coverage, to a lifetime maximum of \$30k, coordinated with provincial health plan*
- *Health Spending Account for Extended Health and Dental: \$400 per year, subject to the insurer's plan for eligible expenses, on the basis of:*
 - *Credit carry forward - the HSA amount is allocated at the beginning of the year. The unused credits in the year are carried forward for one additional year. If these are not used by the end of year 2, the amounts are forfeited.*
 - *Coordination of Benefits (COB) - claims are required to go through all other sources (including COB) before HSA funds can be accessed.*
- *The prescription drug plan will implement a pay-direct drug card and will adopt Voluntary Generic Substitution.*

24.

LOA XX – Local and Common Agreement

The 2022-2025 Local agreement between the Parties and the 2019-2022 FPSE Common Agreement will form the complete collective agreement between the Parties.

Appendix A of the FPSE Common Agreement will be updated consistent with the salary increases negotiated as part of the renewal of the 2019 – 2022 local agreement.

This Letter of Agreement will expire on March 31, 2025 or upon modification or renewal of the 2022-2025 collective agreement, whichever is later.

25.

LOA XX – Legacy Application of clause 1.04(d) of the 2019 – 2022 Collective Agreement

Term employees whose first qualifying semester, as per Clause 1.04(d)(ii) of the 2019 – 2022 Collective Agreement, began prior to ratification of the 2022 – 2025 Collective Agreement who do not qualify for

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regularization as the result of changes made to clause 1.04(d)(ii) as part of the renewal of the 2019 – 2022 Collective Agreement, but would have qualified under the previous language, will have their eligibility for regularization determined according to the provisions of clause 1.04(d) of the 2019 – 2022 collective agreement.

This legacy provision will expire on March 31, 2025, subject to Article 26.

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Schedule "B"

The following attachments are tentative agreements between the Employer and the Association that occurred during the course of negotiations. The parties agree that the following attached tentative agreements form part of this schedule and Memorandum of Agreement.

Description	Date Signed
App A	Jan 18, 2023
Article 25	Jan 18, 2023
Clause 21.01	Jan 18, 2023
Clause 17.02	Jan 18, 2023
Clause 16.02	Jan 18, 2023
Clause 8.01	Jan 18, 2023
Clause 7.03	Jan 18, 2023
Clause 1.07	Jan 18, 2023
Clause 4.02	Jan 18, 2023
Clause 1.03	Jan 19, 2023
Clause 7.01	Feb 22, 2023
LOA 5	Feb 22, 2023
LOA 6	Feb 22, 2023
LOA 1	Apr 3, 2023

<INSERT PDF OF TENTATIVE AGREEMENTS>

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