

Collective Agreement

between

Camosun College

and the

**Camosun College
Faculty Association**

2022 – 2025

For the term of April 1, 2022 – March 31, 2025



Table of Contents

1. APPOINTMENTS TO FACULTY	2
1.01 Initial Appointments	2
1.02 Term Appointments	2
1.03 Probationary Appointments	4
1.04 Continuing Appointments	5
1.05 Letter of Acceptance of Appointment	7
1.06 Selection of New Faculty	7
1.07 Seniority	7
1.08 Teaching Rights of College Administrators and Exempt Staff	7
1.09 Faculty Status for College Administrators and Other Exempt Employees	8
2. TERMINATION OF APPOINTMENT	9
2.01 Resignation	9
2.02 Probationary Appointments	9
2.03 Disciplinary Process	9
3. LAYOFFS	10
3.01 Layoff Notification	10
3.02 Transfer and Bumping Process - Probationary and Continuing Employees	11
3.03 Retraining - Probationary and Continuing Employees	11
3.04 Severance Pay and Reappointment - Probationary and Continuing Employees	12
4. PLACEMENT ON SCALE	13
4.01 Placement	13
4.02 Salary Range	13
4.03 Recognition of Work Experience and Additional Education for Initial Placement	14
4.04 Initial Placement Procedure	14
4.05 Payment of Salaries	15
5. INCREMENTS	15
5.01 Advanced Placement Upon Change of Qualifications	15
5.02 Increments for Service	16
5.03 Professional Development Leave	16
6. CHAIR	16
6.01 Stipend	16
6.02 Change of Stipend	17
6.03 Duties of Chairs	17
6.04 Complement of Chairs	17
6.05 Appointment of Chairs	17
6.06 Term of Office of Chairs	17
6.07 Allocation of Chair Positions	17
7. WORKING CONDITIONS	18
7.01 Workload	18
7.02 Weekly Contact Hours	20
7.03 Non-Teaching Employees and Non-Teaching Duties	20
7.04 Substitute Instructors	21
7.05 Continuing Education (CE)	22
7.06 Preparation Time for New Employees	22

8. ANNUAL VACATION	22
8.01 Entitlement	22
8.02 Sickness	23
8.03 Unused and Overused Vacation	23
9. PAID HOLIDAYS	23
10. FACULTY DEVELOPMENT PROGRAM	24
10.01 Scheduled Development Time for Faculty	24
10.02 Professional Development Fund	28
10.03 Faculty Exchanges	28
10.04 Professional Fees	28
11. PUBLIC OR UNION OFFICE	29
11.01 Seek Election	29
11.02 Campaign	29
11.03 Leave	29
12. COURT APPEARANCES	29
13. LEAVE	29
13.01 Unpaid Leave	29
13.02 Bereavement Leave	30
13.03 Birth or Adoption Leave	30
13.04 Deferred Salary Leave Plan	30
13.05 Pension on Professional Development Leave	30
14. MATERNITY AND PARENTAL LEAVE	30
14.01 Maternity Leave	30
14.02 Parental Leave - Refer to Article 8 of the FPSE 2019 - 2022 Common Agreement ..	31
15. SICK LEAVE	31
15.01 Sick Leave	31
15.02 Accumulated Sick Leave	31
15.03 Family Illness	32
15.04 Sick Leave Bank	33
16. WORKSAFEBC AND OCCUPATIONAL HEALTH AND SAFETY	33
16.01 WorkSafeBC	33
16.02 Occupational Health and Safety	34
17. BENEFITS	35
17.01 Benefit Details	35
17.02 Extended Health Benefits	36
17.03 Dental Plan	36
17.04 Group Life and Accidental Death and Dismemberment	36
17.05 Disability Insurance	36
17.06 Pension	38
17.07 Tuition Fees	38

18. RETIREMENT	38
18.01 Early Retirement	38
18.02 Early Retirement Incentive	38
18.03 Post-Retirement Employment	38
18.04 Notice of Retirement	39
19. PARKING	39
20. INDEMNITY	39
21. GRIEVANCE PROCEDURE	39
21.01 Resolution of Disputes or Complaints	39
21.02 Variation of Procedure	41
22. UNION MEMBERSHIP AND DUES	41
22.01 Bargaining Unit Definition	41
22.02 Membership	41
22.03 Dues	41
23. UNION RIGHTS	42
23.01 Individual Agreements	42
23.02 Fair Treatment	42
23.03 Leave for Union Business	42
23.04 Release Time	42
23.05 Picket Lines	43
23.06 Struck Work	43
24. SAFEGUARD AGAINST SALARY REDUCTIONS	43
25. USE OF TERMS	43
26. TERM OF AGREEMENT	43
27. COLLECTIVE BARGAINING	43
28. EMPLOYEE APPRAISAL	44
28.01 Methods and Criteria of Appraisal	44
28.02 Appraisal of Continuing Employees	45
28.03 Appraisal of Probationary Employees	46
28.04 Appraisal of Term Employees	47
28.05 Distribution of Appraisal Documents	48
29. TECHNOLOGICAL CHANGE	49
30. VACANCIES	49
31. COMMUNITY INVOLVEMENT AND ENTREPRENEURIAL ACTIVITY	49
32. PERSONNEL FILES	49
33. ACADEMIC FREEDOM	50
34. NO DISCRIMINATION OR HARASSMENT	50
35. HIRING OF COLLEGE ADMINISTRATORS	50

APPENDIX A - PROFESSIONAL DEVELOPMENT COMMITTEE 52

APPENDIX B - CHAIR’S STIPEND AND STEP 2A SALARY 53

APPENDIX C - SUMMARY OF BENEFIT COVERAGE FOR TERM EMPLOYEES 53

APPENDIX D - DEFERRED SALARY LEAVE PLAN 54

LETTERS OF AGREEMENT57

RE: ADVANCED PLACEMENT REVIEW COMMITTEE 57

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS 58

RE: CO-OP AND INTERNSHIP SUPERVISION 59

RE: COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND 60

RE: INITIAL PLACEMENT PROCEDURE 62

RE: REVISING AND RESCINDING TERM APPOINTMENTS 63

RE: ALTERNATIVE TRANSPORTATION PROGRAM 64

RE: LIFESTYLE AND WELLNESS SPENDING ACCOUNT 66

RE: LOCAL AND COMMON AGREEMENT 68

RE: LEGACY APPLICATION OF CLAUSE 1.04(d) OF THE 2019 - 2022 COLLECTIVE AGREEMENT 69

RE: COST OF LIVING ADJUSTMENT 70

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

BETWEEN:

CAMOSUN COLLEGE

(hereinafter called the “Employer”)

OF THE FIRST PART

AND THE

CAMOSUN COLLEGE FACULTY ASSOCIATION

(hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the Board is an Employer within the meaning of the Labour Code of British Columbia Act;

AND WHEREAS the Camosun College Faculty Association is a certified bargaining agent for faculty under the Act;

AND WHEREAS the parties have carried on collective bargaining under the Act and have reached agreement as herein expressed;

NOW THIS AGREEMENT WITNESSETH THAT THE PARTIES HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:

1. APPOINTMENTS TO FACULTY

1.01 INITIAL APPOINTMENTS

Initial appointments shall be either probationary for a two (2) year period or term as outlined in Clause 1.02.

Subsequent appointments shall be either probationary, continuing, or term as outlined below.

1.02 TERM APPOINTMENTS

- (a) A term appointment is one with a pre-established end date. Such positions shall not be less than fifty percent (50%) of full-time employment unless there is insufficient work available to create a position of fifty percent (50%) of full-time employment or higher.

No school or group of non-school based faculty may fill more than twenty percent (20%) of its full-time equivalent positions with term Employees, excluding those hired to replace those faculty on leave, secondment, performing professional, curriculum, or program development activities, or those assuming probationary assignments under 1.03 (c).

When a continuing position is vacated, it shall not be replaced by a term position unless emergencies or other unforeseen circumstances do not allow for normal selection procedures. In such instances, a continuing position shall be posted at the first opportunity.

- (b) When seniority is calculated, accumulated service on term appointments shall include earned vacation, whether taken as time off or as payment in lieu. In instances when vacation pay is received, not vacation time, the seniority earned shall be the same as if the Employee had been credited with vacation time. In other words, earned seniority shall, not be diminished as a result of a Faculty Member earning payment in lieu rather than vacation time. In these instances, seniority will be calculated by multiplying the employment period by 1.2.
- (c) Instructional term appointments will cover one (1) week of preparation time, the instruction period, and exam period or wrap-up period, to equate to sixteen (16) weeks for a standard full semester.

Appointments for periods other than a standard full semester shall reflect the actual instruction period together with one (1) week's preparation time and one (1) week for the exam period or wrap-up period.

Any individual whose percentage of full-time employment is consistently 50% or higher for two successive semesters shall have a single appointment which extends through both semesters. If an individual's percentage of fulltime employment at the beginning of the second semester differs from the percentage at the end of the first, the period between the semesters will be paid according to the percentage of employment in place at the beginning of the second semester. For the purpose of this clause, May-June and July-August shall each be considered semesters.

Payment for term appointments shall be calculated on a daily rate based on the individual Faculty Member's placement on the faculty salary scale.

- (d) Indefinite term appointments - to replace a continuing or probationary Faculty Member on disability leave, the Employer may offer an indefinite term appointment, giving the new Employee access to benefits and other provisions for probationary Employees providing there has been appropriate opportunity for recruitment and selection.

If the disabled faculty member is declared able and returns to work, the replacement appointee shall receive one (1) month's notice or payment in lieu of notice.

If the disabled Faculty Member is unable to return to work within the period of time allowed under clause 17.06(d) and (e), the indefinite term appointment will be converted to a regular probationary or continuing appointment.

- (e) Internships - The Employer may create a limited number of faculty internship positions, each of which requires the approval of the Union.

Each internship position shall be for a one (1) or a two (2) year period, with a workload from fifty percent (50%) to one hundred percent (100%). The Employee hired for each position will have no more than one (1) year of college-related experience in the Employee's field of expertise. The approved staffing profile will not be increased by the addition of interns.

An Employer/Employee relations committee shall recommend guidelines for the application of this clause. The recommendations shall be forwarded to the President of the College and the President of the CCFA within six (6) months of the signing of this agreement, unless a later date is agreed to by the two Presidents, and shall form the basis for the application of this clause, subject to approval by the CCFA and the administration.

- (f) Service accumulated during term appointments shall be credited toward seniority and all other benefits for which the Employee is eligible. In those instances in which the length of the appointment has permitted adequate time for regular faculty evaluation procedures to be applied, and where such evaluation has been fully satisfactory, all service accumulated will be credited toward the probationary appointment, provided that the conditions of the term assignment do not differ significantly from the position being offered. Service credited towards probation under this clause will be counted in terms of percentage of full-time employment, with two (2) full-time equivalent years required for completion of the equivalent of probation.

Should a Faculty Member accept a probationary appointment prior to completing two (2) full-time equivalent years of service on term appointments, the length of probation will consist of two (2) years minus the FTE time on term contracts. The remaining probation will be counted in aggregate, not FTE time.

- (g) Right of First Refusal

(i) Term Faculty Members employed for two (2) semesters for the equivalent of two (2) consecutive academic years shall have the right of first refusal for the same or an equivalent term assignment in the next employment period, subject to successful evaluations.

(ii) In the case of assignments which occur annually for only one (1) semester, a term Faculty Member shall have the right of first refusal for that assignment when the Faculty Member has been employed on that assignment three (3) consecutive times and has been successfully evaluated.

(iii) A Faculty Member, following successful evaluation and completion of the required number of semesters as defined above, shall obtain this right of first refusal by filing an application with the office of the Dean or Director.

(iv) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the Employee.

(v) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break of more than one (1) year between appointments.

(vi) Without relinquishing the rights stipulated in this clause, a Faculty Member may refuse employment for one (1) semester after each two (2) semesters of employment in order to provide the Employee with the equivalent of a regular vacation period.

Any additional refusal of employment shall result in the relinquishing of the rights stipulated in this clause.

(vii) Should two (2) or more term Employees qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the Dean or Director in consultation with the Chair and other Faculty Members within the department.

Should the Dean or Director deem two (2) or more term Employees equally qualified, the appointment shall be granted to the individual with the most service in the bargaining unit.

1.03 PROBATIONARY APPOINTMENTS

- (a) A probationary appointment precedes a continuing appointment, except in the case of any former term Employee who completed the equivalent of a probationary period while on term assignments.
- (b) Probationary appointments shall be made for positions with fifty percent (50%) or more of an annual workload. The duration of the probationary period shall be two (2) academic years, irrespective of percentage of full-time equivalent employment, minus the length of accumulated full-time equivalent service in term positions which do not differ significantly from the position being offered.
- (c) The probationary period for continuing faculty who assume assignments in another department shall be one (1) academic year. No probationary period is required when the department to which the Faculty Member transfers is deemed by the appropriate Vice-President to be similar in nature to the Faculty Member's original department. If continuing faculty have an unsuccessful probation in another department, they shall be re-instated in their previous position or in a similar position.
- (d) A Faculty Member with a new probationary or continuing appointment shall receive at least one (1) week of paid preparation time at the start of the appointment.

1.04 CONTINUING APPOINTMENTS

- (a) A Faculty Member who has successfully completed a probationary appointment shall automatically receive a continuing appointment at the same or higher percentage of employment as on the probationary contract.
- (b) A full-time Faculty Member may be assigned to a continuing part-time contract without loss of accumulated seniority and shall continue to accumulate seniority on a prorated basis.

Except where a reduction in staff is applicable, a full-time Faculty Member shall not be converted to part-time without mutual agreement among that member, the Union and the Employer.

In the event that a previously full-time Faculty Member who has converted to continuing part-time wishes to revert to a full-time appointment, they can only do so if there is a vacancy for which the Faculty Member is qualified subject to the provisions of Clause 1.04(e) or if there was an agreement specifying the duration of part-time employment prior to that member becoming part-time.

- (c) A Faculty Member with a continuing part-time appointment shall be granted first refusal for increased employment in the same department, when, in the judgment of the Dean or Director, in consultation with faculty and the Chair, the Faculty Member is fully qualified to perform the duties comprising the additional workload. Should more than one (1) continuing part-time Faculty Member be qualified for the increased employment, the work will be assigned to the Faculty Member judged to be best qualified for the duties involved in the additional workload.

Should the Dean or Director deem two (2) or more continuing part-time Faculty Members equally qualified for the increased employment, the work will be assigned to the Faculty Member with the most seniority.

- (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) The Faculty Member must have been appointed to a term position through the normal school selection procedures in effect at the time of their appointment.
- (ii) The Faculty Member must have completed term appointment(s) of at least eight (8) weeks of full-time equivalent employment in each of two (2) semesters in each of two (2) consecutive years. The resulting full-time equivalent employment over the two consecutive year period (i.e. 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.
- (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. 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, based on the normal workload of a full-time instructor in the relevant department, shall be available over two (2) semesters 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.

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 with the most service in the bargaining unit.

- (e) When a continuing position in a department becomes available, the position shall be offered to a suitable candidate from the following categories, in the following order. Suitable is defined here as meeting the minimum requirements for the position as determined in advance, by the department in consultation with the Dean or Director.
 - (i) Laid off with reappointment rights, according to the provisions of Clause 3.04(b).
 - (ii) Employees with part-time continuing appointments, in the same department, according to the provisions of Clause 1.04(c).
 - (iii)
 - (a) Term Employees in the same department who have met the conditions necessary to convert to a continuing contract as described in Clause 1.04(d).
 - (b) Employees on indefinite term appointments who have successfully completed the equivalent of a probationary appointment.

Note: If two (2) people are equally eligible under (iii)(a) and (iii)(b), the Faculty Member with more service accumulated will convert.
 - (iv) Administrators with rights under Clause 1.09.
 - (v) Candidate selected through competition for the position.
- (f) Job Sharing

The Union and the Employer agree in principle to allow opportunities for job sharing. Arrangements and terms of employment shall be determined jointly by the Union and the Employer.

1.05 LETTER OF ACCEPTANCE OF APPOINTMENT

The Union shall receive copies of each letter of acceptance of appointment.

1.06 SELECTION OF NEW FACULTY

Faculty Members of the respective department shall be consulted in the selection of all new faculty.

- (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).
- (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.

1.07 SENIORITY

For Employees on continuing or probationary contracts, seniority shall be based on all service on term, probationary, or continuing contracts where no break in service exceeds two years. Seniority for part-time contracts shall be pro-rated. A seniority period will be established and reported for each continuing or probationary Employee. An updated seniority list will be supplied to the Union at least annually.

Seniority continues to accrue during all leaves of absence.

1.08 TEACHING RIGHTS OF COLLEGE ADMINISTRATORS AND EXEMPT STAFF

- (a) "College Administrators" for the purpose of Clauses 1.08 and 1.09 means Associate Deans, Deans, Associate Directors, Directors, Vice Presidents, and the President.
 - (i) College Administrators may teach at any time if the need exists, but shall not displace a continuing or probationary Faculty Member from employment and shall not teach more than one (1) section in any term or semester without the consent of the Union.
 - (ii) No additional payment for instruction will be made to College Administrators.
 - (iii) College Administrators are not required to become members of the Union or to pay Union dues.
 - (iv) The appropriateness of the qualifications of College Administrators to teach will be determined by the responsible Dean or Director in consultation with the responsible Chair.

(b) Other Exempt Employees

Other exempt Employees may accept faculty assignments if they are deemed qualified by the usual faculty selection procedures. They will accept assignments on the same basis as other faculty and receive payment for duties above and beyond their management responsibilities and pay prorated Union dues to the Union. In no case will an exempt Employee, by accepting a faculty position, displace a continuing or probationary Faculty Member.

1.09 FACULTY STATUS FOR COLLEGE ADMINISTRATORS AND OTHER EXEMPT EMPLOYEES

- (a) The rights stipulated in this clause apply to College Administrators who opt to pay the Union an annual fee in lieu of dues. The amount of the fee will be determined by the Union and will not exceed the percentage of gross salary charged to Faculty Members.

The administrators stipulated above have the following rights:

- (i) The right, at their own or the Employer's request, to transfer to a continuing faculty position for which they are qualified if a vacancy exists, with the agreement of the appropriate Dean or Director in consultation with the appropriate Vice-President and the department. These transfers shall take priority over applications from persons outside the College and will not interfere with rights for a continuing appointment as specified in Clauses 1.04(e)(i)-(iii).
 - (ii) The right to have all service to the College in a professional capacity counted in placement on the salary scale.
- (b) In addition to the right specified in 1.09(a), Faculty Members who leave the bargaining unit to occupy an exempt position at the College, and who opt to pay the Union an annual fee in lieu of dues have the following rights:
- (i) The right to exercise bumping privileges as described in Clause 3.02 should the member be laid off from their exempt position.
 - (ii) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.
 - (iii) The right to transfer to a continuing faculty position under 1.09(a)(i) ahead of Faculty Members who gain rights to a continuing appointment as specified in Clauses 1.04(e)(i)-(iii) subsequent to the exempt Employee's written request for transfer.

If the College Administrator or exempt Employee declines a continuing appointment when it becomes available but still wishes to transfer to a faculty position, then the Employee's right to a continuing appointment will be ahead of only those Faculty Members who gain rights to a continuing appointment under Clause 1.04(e)(i)-(iii) subsequent to the date that the College Administrator or exempt Employee declined the appointment.

- (c) In order to obtain these rights, College Administrators and other exempt Employees must begin to pay the annual fee to the Union no later than three (3) months after assuming the exempt position. All rights will be extinguished if the exempt Employee later opts to discontinue paying the fee.

2. TERMINATION OF APPOINTMENT

2.01 RESIGNATION

Employees will give the Employer as much notice of resignation as possible, and will, where possible, arrange for the effective date to coincide with the end of a class instructional period. Where notice of less than one (1) month is given, only those separation payments provided by statute will be paid.

2.02 PROBATIONARY APPOINTMENTS

An Employee while on a probationary appointment may be terminated as a consequence of evaluation, as set out in Article 28, or under the provisions of Clause 2.03. In lieu of notice, severance pay equivalent to two (2) weeks' salary will be provided.

2.03 DISCIPLINARY PROCESS

(a) Right to Union Representation

The Employer shall inform an Employee of their right to Union representation prior to any meeting with the Employer that might reasonably be foreseen to form the basis for disciplinary action. If during a meeting, it becomes reasonably foreseeable that discipline may ensue, then the Employer shall inform the Employee of their right to Union representation and provide the Employee a reasonable opportunity to obtain representation.

(b) Suspensions

The President may suspend an Employee for cause. Disciplinary suspensions shall be in writing and shall set forth the reasons for the suspension. The Board shall be informed of the suspension within twenty-four (24) hours. At the same time, the President shall notify the President of the Union that the suspension has occurred. The President shall, within a reasonable period of time, either recommend dismissal of the Employee or reinstate the Employee with or without penalty. Whenever an Employee is reinstated without penalty, all documentation related to the matter will be removed from the Employee's personnel file.

Cause shall be defined to mean:

- (i) Gross misconduct; or
- (ii) Persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated to the Employee in writing); or
- (iii) Professional incompetence related to faculty responsibilities; or
- (iv) Demonstrated unsuitability for the position.

(c) Termination for Cause

If there exists sufficient evidence to justify the termination of a probationary appointment, term contract, or continuing appointment of an Employee, the President shall advise the individual concerned in writing, in a meeting, by courier or by registered mail, stating their intention to recommend such termination to the Board, and setting forth the reasons for the recommendation and the effective date for the termination. Cause, as defined in (b), shall be deemed appropriate grounds for termination.

A copy of this letter shall be sent to the Chairperson of the College Board, and to the President of the Union.

(d) **Burden of Proof**

In all cases of termination or disciplinary action, the burden of proof of just cause shall rest with the Employer.

(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.

3. 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.

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.

The notice period shall be calculated from the date that the College issues the layoff notice. The Chairperson of the Board shall be informed of any layoff.

(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 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 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

If a transfer or bumping process occurs, the adequacy of the Employee's qualifications shall be determined by a committee composed of:

- (a) One (1) Faculty Member from the department which the Employee proposes joining and one (1) from the department from which the Employee is being laid off. These Faculty Members will be selected by the respective departments. These members will be resource persons and will not vote.
- (b) Three (3) Faculty Members appointed by the Union from schools not affected by the transfer.
- (c) Two (2) administrators appointed by the Employer from schools not affected by the transfer.

The Employee attempting to bump or transfer shall be deemed qualified if they possess the minimum qualifications for employment in the department or the qualifications of at least one current member of the department, whichever is lesser, subject to the Employees in the targeted department having the essential skills or expertise needed to meet the departmental objectives and activities after the bump or transfer.

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 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.

3.04 SEVERANCE PAY AND REAPPOINTMENT - PROBATIONARY AND CONTINUING EMPLOYEES

Any continuing or probationary Employee, laid off as stipulated in Clauses 3.01 and 3.02 who has not received alternate placement under Clauses 3.02 or 3.03 will receive payout of accumulated vacation entitlement and is entitled to severance pay according to (a) below and to reappointment according to (b) below:

{a) Severance Pay

An Employee shall receive severance pay calculated as follows:

- (i) Payment of one-half (1/2) of one (1) month's salary for each fulltime equivalent year of accumulated service to the College to a maximum equal to six (6) months salary.
- (ii) Laid off Employees have the choice of collecting their severance pay in one lump sum or in equal monthly installments paid for the duration of the period covered by severance pay.
- (iii) Should an Employee be re-employed on a probationary or continuing contract before the expiration of the period of time covered by severance pay, the Employee shall repay the Employer the unused portion of the severance pay within the first month of the commencement of the new appointment.
- (iv) Employees reappointed on continuing or probationary contracts who elected to receive their severance pay in equal monthly installments shall not receive severance pay for the unused portion of the severance period.
- (v) While receiving severance pay, the Employee will not accumulate seniority or be eligible for College pension or other benefits. If the Employee is rehired on a continuing or probationary contract and subsequently laid off again according to Clauses 3.01 and 3.02, the Employee will only be eligible to receive the portion of the original severance pay that was not received or which was repaid to the College at the time of rehiring plus any additional severance pay earned through the latest appointment.

An Employee may choose to accept severance pay without reappointment rights.

- (vi) The acceptance of severance pay by an Employee shall not prejudice the Employee's opportunity for employment at the College.

{b) Reappointment

- (i) An Employee with five (5) years' seniority or less shall be placed on a reappointment list for one (1) year. An Employee with more than five (5) years' seniority shall be placed on a reappointment list for two (2) years.
- (ii) Should positions be reinstated in the individual's previous department, reappointment shall be based on seniority, subject to the individual qualifying for an available assignment.
- (iii) Should other term, probationary, or continuing positions become available in a department other than the individual's previous department, reappointment will be based on seniority amongst individuals eligible for reappointment who are deemed qualified for the position by the Dean or Director in consultation with the faculty in the relevant department. In all cases, individuals eligible for reappointment have priority for available positions up to the individual's percentage of full-time employment at the time of lay-off.

- (iv) When the qualifications concerning an assignment in the individual's previous department are in question, the adequacy of the qualifications shall be determined according to a process established by the parties to this Collective Agreement.
- (v) When the qualifications concerning a position in another department are in question, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02.

4. PLACEMENT ON SCALE

4.01 PLACEMENT

For purposes of placement on the salary scale an Employee shall be assigned to one (1) of the following categories:

(a) Category I:

An Employee in this category will normally hold a degree from a recognized university at the Bachelor's level, or a combination of university, college or other training and work experience deemed to be equivalent to four (4) years of study at the college/university level.

(b) Category II:

An Employee in this category will normally hold a Master's degree, a Bachelor's degree plus a teaching certificate or instructor's diploma, or equivalent professional certification, which represents at least 5 (five) years of study at the college/university level.

4.02 SALARY RANGE

Please refer to Letter of Agreement 9 for the 2022-2025 salary scale.

The salary range for each of the categories described in Section 4.01 shall be as follows:

	Minimum Initial Placement	Maximum Initial Placement	Maximum Salary
Category I	Step 11	Step 4	Step 2A
Category II	Step 10 (Ph.D. Step 9)	Step 4	Step 1

Employees in Category I who qualify for advanced placement under Article 5.01 while at or prior to reaching Step 3 of the new scale shall progress from Step 3 to Step 2 and then Step 1 on their increment date.

Employees in Category I who qualify for advanced placement under Article 5.01 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1 on their increment date.

4.03 RECOGNITION OF WORK EXPERIENCE AND ADDITIONAL EDUCATION FOR INITIAL PLACEMENT

For initial placement on scale, the following work experience and education beyond that required for initial placement according to Clause 4.01 and 4.02, shall be recognized by granting one (1) additional step on the scale, subject to any applicable maximum initial placement provisions.

- (a) Each year of teaching or relevant work experience in a college, technical institute, vocational school, secondary school, university or any educational setting in which the Employee's work was similar in essence to the Employee's Camosun assignment.
- (b) Each year of relevant work experience in a setting other than that stipulated in (a) to a maximum of 4 steps. Relevant work experience in excess of 4 years will be credited with one step for every two years.
- (c) Completion of an additional degree at the Bachelor's, Master's, or Doctoral level at a recognized university or college relevant to the College role of the Faculty Member, beyond the minimum requirements in Clause 4.01 and 4.02.
- (d) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements in Clause 4.01 and 4.02. No more than one increment shall be claimed under this clause for a single program of study and an increment shall not be awarded for the same period of study under both (c) and (d).
- (e) Completion of professional certification equivalent to at least one (1) year of advanced study, relevant to the College role of the Faculty Member.
- (f) Completion of a teaching certificate or instructor's diploma.

The Employer shall provide to the Union a copy of each Employee's initial placement calculation.

4.04 INITIAL PLACEMENT PROCEDURE

Employees' initial salary placement shall normally be according to the terms of Clauses 4.01 through 4.03. The initial placement procedure, including maximum placement on the scale, applies to all Faculty Members new to the College, and to all Faculty Members who have had a break in employment with the College of 36 months or longer.

At the request of the Employee, placement on the salary scale may be reviewed at any time. Increases to an Employee's placement on scale resulting from the review of qualifications shall be retroactive to the time of appointment if the review is initiated within six (6) months of the acceptance of the offer of appointment. Otherwise, increases shall be retroactive to the date on which the Faculty Member requested the review.

A request for review of placement received more than six (6) months after the acceptance of the offer of employment must be based on a specific identified area of concern. Changes in placement procedures which were agreed to by the two parties since a Faculty Member's most recent placement shall not be grounds for review unless the changes were agreed to be retroactive.

The administration shall include along with the letter of appointment an information packet including an explanation of the calculations leading to the Employee's initial placement on scale referenced to Clauses 4.01 through 4.04.

To attract specialized personnel, or to facilitate transfer of continuing Faculty Members from other B.C. colleges, universities and institutes, the administration may, with the agreement of the Union, offer placement on the salary scale above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement.

4.05 PAYMENT OF SALARIES

All Employees shall be paid bi-weekly (every second Friday).

5. INCREMENTS

5.01 ADVANCED PLACEMENT UPON CHANGE OF QUALIFICATIONS

This clause applies only to Faculty Members already employed on term, probationary or continuing appointments.

Work experience and/or education (beyond that normally required for the initial category placement) will be recognized by changing the Employee's maximum salary to Step One and advancing the Employee's current placement by one (1) Step for each of the following, upon presentation of transcripts and/or verified documentation:

- (a) The completion of an additional degree at the Bachelor's, Master's, or Doctoral level, at a recognized university or college.
- (b) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements for the Faculty Member's salary category.
- (c) Completion of professional certification equivalent to one (1) year of advanced study relevant to the College role of the Faculty Member.
- (d) Completion of a teaching certificate or instructor's diploma.
- (e) Completion of a period of research, work experience, or private study, or a combination, equivalent to one (1) academic year of advanced study, or the equivalent in part-time study, relevant to the College role of the Faculty Member. All activities related to this clause must be **PLANNED IN ADVANCE** by the Faculty Member and **APPROVED IN ADVANCE** by the Advanced Placement Review Committee. The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the Employer and the Union, shall process and review all applications related to this clause and shall forward its placement recommendations to the appropriate Vice-President.
- (f) Completion of a second Journeyman Certificate, following a formal approved program of study with a duration equivalent to at least one (1) academic year, in a trade relevant to the College role of the Faculty Member.

An increment will not be awarded under this clause for activities previously recognized for category and/or step placement.

No more than one increment shall be awarded under this clause for a single program of study leading to a degree, and an increment shall not be awarded for the same period of study under (a), (b), and/or (c).

To qualify for increments under this clause, an Employee must submit to the Human Resources Department documentation satisfactory to the Employer in support of the Employee's claim. The increase will be retroactive to the date of successful completion, upon receipt of appropriate documentation, provided that the retroactivity does not exceed three (3) months and is within the same fiscal year. The Employer shall inform the Employee in writing of the Employee's new classification for salary purposes, stating the new step and maximum placement.

5.02 INCREMENTS FOR SERVICE

For each full-time equivalent year of service to the College an Employee is entitled to one (1) increment on the salary scale until the Employee reaches the maximum for their category. (Note: for term Employees who receive vacation pay rather than vacation, a full-time equivalent year of service is ten months; therefore, 217 FTE days is used as the basis of increment calculations for these Employees). Employees shall receive the increment pay increase on the first pay period following attainment of each full-time equivalent year of service.

5.03 PROFESSIONAL DEVELOPMENT LEAVE

An Employee on professional development leave may, with prior approval, be regarded as a full-time Employee for up to twelve (12) months, for purposes of salary increment. An Employee receiving an increment for this period may not also claim an increment for any credential earned during this period under Clause 5.01. However, the credential earned shall be used to extend the maximum placement by one (1) Step.

6. CHAIR

6.01 STIPEND

- (a) Chairs shall be entitled to an administrative stipend as set out in Appendix B. When it is deemed necessary to appoint an acting Chair because of an extended absence of a Chair, the acting Chair will also receive an amount equal to the amount of stipend that the Chair receives.
- (b) In departments in which more than one individual is required for administration, the Faculty Member(s) (such as "program leaders") designated to assist shall receive up to one-half (1/2) of the Chair's stipend. At the discretion of the Dean or Director, the Employee's workload may also include designated time for these additional duties.
- (c) In those instances where the College creates a separate department comprising fewer than three (3) faculty FTE, one of the Faculty Members in that department shall be selected to provide the required administrative services and shall receive a prorated stipend up to one-half (1/2) the Chair's stipend. At the discretion of the Dean or Director, the Employee's workload may also include designated time for these additional duties.

6.02 CHANGE OF STIPEND

The amount of the stipend shall be subject to the same percentage increase and effective dates that apply to general wages.

6.03 DUTIES OF CHAIRS

The duties and responsibilities of the position shall be established by the Dean/Director, following consultation with the Faculty Members of the department. Such information shall be made available to all prospective applicants and shall be subject to review by the parties to this Collective Agreement.

6.04 COMPLEMENT OF CHAIRS

For each department (career program or subject cluster defined by the College) which consists of three (3) or more FTE faculty, 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.

6.05 APPOINTMENT OF CHAIRS

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. The Dean/Director or designate shall appoint Chairs and shall specify in writing procedures for adequate faculty consultation in the selection process.

Each Chair position will be filled by a member of the given department unless there are no suitable applicants from the department. In any event, the successful candidate will be qualified in at least one (1) area of the department's expertise.

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 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. 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 or Director may choose to appoint the replacement for any period of time between the remainder of the three (3) year term and three (3) years.

6.07 ALLOCATION OF CHAIR POSITIONS

The Employer does not plan to redefine departments for the purpose of making significant adjustments in Chair positions. As the College grows and changes, past practice will be a major consideration in the allocation of Chair positions and release time.

7. WORKING CONDITIONS

7.01 WORKLOAD

An annual workload for each Employee shall be determined by the Employee, their Chair and their Dean or Director, working together to consider each of the following factors:

- (a) class size;
- (b) nature of course;
- (c) number of different courses and preparation time;
- (d) support staff;
- (e) marking;
- (f) office hours and all other forms of individual student consultation;
- (g) committee involvement;
- (h) non-teaching duty days;
- (i) variation in class size during a term;
- (j) administrative responsibilities and/or other non-instructional professional duties;
- (k) spread of daily teaching hours beyond eight (8) hours;
- (l) variation or changes in curriculum;
- (m) nature of student intake;
- (n) number of campuses or other work sites on which the Employee is required to teach;
- (o) education technology, distributed learning and on-line education duties;
- (p) prior learning assessment duties.

A minimum of 12 hours must elapse between the conclusion of a Faculty Member's scheduled work on one (1) day and the beginning of the Faculty Member's scheduled work on the next day.

In establishing workload, the Employer and the Union shall be guided by the following principles:

PRINCIPLES

All full-time faculty covered by this agreement shall be expected to work within the same range of hours, although some may work more or less in response to specific circumstances.

This range shall be thirty-five (35) to forty (40) hours per week averaged over the 205 day year. The resulting annual total of working hours for full-time faculty shall be in the range of 1435 to 1640 hours. Working hours for part-time faculty shall be prorated at the same percentage as their percentage of a full-time assignment.

Faculty workloads should span the expected range. Thus the average annual workload within a department should be in the order of 37.5 hours per week.

It is recognized that the majority of Faculty Members experience substantial variations in daily and weekly hours of work. This variation could range from six (6) to nine (9) hours of work per day. The average load over a specific semester may rise to a maximum of 8.5 hours per day, or 42.5 hours per week, subject to the following conditions:

1. the annual load, when averaged over the 205 day year, falls within the ranges specified above, and
2. the average load in the adjacent semester does not exceed forty (40) hours.

In the event that exceptional circumstances result in the guideline being exceeded, the Faculty Member, Chair, and Dean or Director 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 Director or will receive prorated remuneration at the Faculty Member's discretion. All other Faculty Members who accept an assignment with an excessive workload will received prorated remuneration. Faculty Members have the right to Union representation when discussing compensation for excessive workload with the College under this clause.

Faculty members who do not experience substantial variation on work assignments should expect to work an average of between seven (7) and eight (8) hours per day.

Faculty workloads will reflect departmental, rather than school-wide or College-wide conditions.

The workloads of Faculty Members within each department must fit the department's normal workload pattern.

When the Employee, Chair, and Dean or Director cannot reach agreement on a Faculty Member's workload, the matter will be resolved in accordance with Clause 21 of this Collective Agreement. Should the grievance be resolved in favor of an individual Faculty Member who filed a complaint, the Employee's workload must be reduced by the beginning of the next term and appropriate compensation arranged for the period of excessive workload.

A Joint Union-Employer Committee may refine and revise methods for collecting and interpreting information relating to the establishment of workload patterns which are in accord with the principles stated above.

Should the Committee find that workloads in a department require revision, the department shall revise the workload to fit with the above principles in time for the next budget year.

In fostering appropriate norms in each department the Joint Faculty/Administration Committee shall adhere to the principles stated above and shall seek to bring into alignment the workloads of departments with similar ranges and types of responsibility.

CHAIRS

The combined instructional and administrative duties of a Chair shall not result in a workload which is significantly in excess of the total duties performed in an equivalent instructional workload.

7.02 WEEKLY CONTACT HOURS

- (a) The number of contact hours per week for an Employee carrying a full instructional load shall vary between sixteen (16) and twenty-four (24). It shall be based on the following guidelines prorated for each situation.

Normal maximum contact hours:

(i) Lecture (substantial preparation or marking generally large group)	16 hrs/wk
(ii) Laboratory	24 hrs/wk
(iii) Tutorial or seminar (20 or fewer students engaged in individualized or small group study)	24 hrs/wk
(iv) Shop, clinical or classroom	24 hrs/wk

Weekly contact hours may vary to a maximum of thirty (30) hours in any one (1) week, and these guidelines may refer to annual averages in instructional assignments.

In departments in which a lower number of weekly contact hours has been established, either through past practice or through modifications resulting from the workload assessments carried out as part of the 1989-1991 workload review, the lower number shall be considered the maximum.

The percentage workload of part-time Faculty Members shall be calculated by using their weekly contact hours as the numerator and the established weekly contact hours in effect for full-time faculty in their department as the denominator. For faculty in departments with thirty five (35) hour weekly work assignments the denominator shall be thirty-five (35) and the numerator shall be the Faculty Member's number of assigned weekly hours.

- (b) Non-Teaching Duty Days

A teaching Employee will be expected to be on campus and engaged in College work, including department meetings, on week days other than 'paid holidays' and their annual vacation, unless the Employee has obtained specific approval to be off campus for professional development under Clause 10 or to perform clearly specified college work.

7.03 NON-TEACHING EMPLOYEES AND NON-TEACHING DUTIES

- (a) Non-teaching Employees shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period.
- (b) Chairs in non-teaching areas will receive release time proportional to those in instructional areas.
- (c) Professional Studies & Industry Training Coordinators, Camosun International Coordinators, and Program Developers within Professional Studies and Industry Training shall have a scheduled work week of thirty-five (35) hours per week averaged over a sixteen (16) week period. When a non-teaching Employee as described in Clause 7.03(c) and the Dean or Director cannot reach an agreement on the workload, the matter will be resolved in accordance with Clause 21 Resolution of Disputes.

Qualified Employees may be assigned teaching and/or non-teaching duties to meet the varying needs of the College.

7.04 SUBSTITUTE INSTRUCTORS

(a) Selection:

Whenever possible, the Employer will provide substitute instructors to relieve instructors who are absent as a result of illness or emergency. The procedure for recruiting, determining suitability and assigning substitutes shall be developed by the appropriate Dean or Director, in consultation with their Chairs.

(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, 2022	\$52.16
APRIL 1, 2023*	\$55.68
APRIL 1, 2024*	\$57.35

*The salary increases have been adjusted pursuant to Letter of Agreement 11 Re: Cost of Living Adjustment.

Faculty members with part-time appointments who accept substitute work will be compensated for their work as substitutes under the provisions of this clause.

Whenever a Faculty Member is unable to meet a scheduled class because of illness or other reason, they shall inform the Dean or Director's administrative office with as much advance notice as possible. Only the Dean or Director, or designate, will cancel a class, and will inform students of any cancellations.

Faculty Members will provide as much notice as possible of their absence, and will inform the Employer, if possible, before 16:30 hours if the absence is to continue into the next working day.

When possible, classes will be taught by a substitute instructor. In the event that a substitute instructor cannot be provided, the Dean or Director may request a full-time Faculty Member, whom the Dean or Director judges to be qualified, to provide instruction for the class(es) affected by the absence of the regular Faculty Member. When a full-time Faculty Member has taught five (5) hours 'in relief, the Faculty Member shall be granted one (1) additional day of vacation at a time mutually agreed upon by the Faculty Member and the Dean or Director or receive payment at the Faculty Member's current salary rate, at the discretion of the Dean or Director.

(c) Overload:

In the event that a position is vacated during the course of a term or course and a satisfactory replacement cannot be found, a fully employed Employee(s) may be requested to carry an overload for the remainder of the term of the course.

An Employee who accepts such an overload will either be given time off at a time acceptable to the Faculty Member, Chair, and the Dean or Director or will receive prorated remuneration and vacation credits.

7.05 CONTINUING EDUCATION (CE)

- (a) Faculty members covered by this Agreement shall be given the first opportunity to teach CE courses for which they are qualified.
- (b) Instructors of courses generated by CE will be covered by this Agreement and thus paid on the Union scale when the courses are for credit or duplicate courses taught by Union faculty.
- (c) When instruction in CE is considered part of an instructor's annual workload, no additional salary will be paid.
- (d) When an Employee is carrying a full instructional load-as defined by this Agreement, additional instruction for CE courses shall be reimbursed according to the current relevant CE scale, except as limited by 7.05(b). Each full-time equivalent year of teaching 'at Camosun or a similar institution shall result in a CE increment but shall not result in a salary exceeding the maximum salary on that scale.

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 who has not previously taught at the College.

8. ANNUAL VACATION

8.01 ENTITLEMENT

- (a) Probationary and continuing full-time and part-time Employees and term Employees with appointments of 12 months or longer shall have an annual vacation entitlement of forty-four (44) working days. For part-time continuing or probationary faculty, salary during vacation shall be prorated in the same manner as during the period of work. The three (3) non-teaching days between Christmas and New Year's shall be part of the annual vacation entitlement unless the College directs the Employee to work during those days.

The scheduling of annual vacations, including vacation days carried over, shall be carried out by the Faculty Member, the Chair and the Dean or Director working together to consider the needs of the College and the interests of the Employee. Vacation shall normally be taken in one block, exclusive of the days at Christmas. In any case, each Faculty Member, with the exception of coordinators and Program Developers in Professional Studies and Industry Training, shall have the right to a minimum of six (6) uninterrupted weeks of vacation (30 days). Vacation is not normally approved during peak work periods, instructional or otherwise.

When no agreement can be reached on vacation scheduling or entitlement, the matter will be resolved in accordance with the Resolution of Disputes procedures in this Agreement (Clause 21).

Vacation adjustments occur on September 1st of each year. Eligible Employees who work less than the full September to August period shall have their vacation entitlement prorated.

With the Dean or Director's approval, a Faculty Member may carry over up to twenty (20) days' vacation for one (1) year only. If a Faculty Member agrees to waive any portion of their vacation time in a situation in which the vacation will not be taken at another time, the Employee will be paid for this time in addition to the Employee's regular salary at the Employee's usual rate of pay. In such instances the waiver shall be signed by the Faculty Member and the Dean or Director.

- (b) Term faculty with appointments of less than twelve (12) months are entitled to vacation pay equal to sixteen and eight-tenths percent (16.8%) of the gross salary earned, and paid bi-weekly, during the time of appointment.

Term Faculty Members with appointments of less than 12 months whose appointments span the week between Christmas and New Year's are not entitled to be paid for the three (3) non statutory days in that week, unless these three (3) days form a part of the Faculty Member's preparation time or other assigned work time, as stipulated in Clause 1.02(c), paragraphs 1 and 2. If the 3 days do not form a part of preparation time or other assigned work, the 3 days will be unpaid. These unpaid days will be included in whatever benefits or seniority the College is providing for the term Employee.

- (c) Vacation, once approved by the Employer, shall not be changed except by mutual agreement between Employee and Employer.

8.02 SICKNESS

In the event that an Employee requires hospitalization or is seriously ill during their annual vacation period, the Employee shall upon request and upon presentation of a physician's statement, apply the period of illness or hospitalization to sick leave rather than vacation. The Employee must inform the Dean or Director of the claim within two (2) months of returning to work.

8.03 UNUSED AND OVERUSED VACATION

Continuing Employees and any Employee appointed to a contract of one (1) year or more shall earn vacation, as specified under Clause 8.01. Normally two (2) months, but at least one (1) month of vacation shall be taken during the first twelve (12) months of employment. Upon termination, adjustments for unused or over-used vacation entitlement will be made to the final salary settlement.

9. PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which the Employee is working shall also be a paid holiday.

10. FACULTY DEVELOPMENT PROGRAM

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 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. 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) Continuing, probationary, indefinite term (as per Clause 1.02(d)), and post-retirement (as per Clause 18.03) Faculty Members, with the exception of International Education Project Officers, 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(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.

(ii) Except for activities which are approved by the Dean or Director for deferral as in Clause 10.01 (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) New probationary, continuing, indefinite term, or post-retirement Faculty Members must have been employed on term, probationary, continuing, post-retirement, or indefinite term appointments by the September preceding the development year in order to be eligible for Scheduled Development in that development year.
 - (iv) Term top-up assignments to part-time continuing appointments do not lead to increased scheduled development time.
 - (v) International Education Project Officers, 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.
 - (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 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 Clause 10.01(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).

Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development time in Faculty Members' next scheduled development period
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 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 scheduled development period. These duties may be done in combination with the remaining scheduled development activities as agreed upon by the Faculty Member and Dean or Director.
- (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 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. 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) Prior to each development year, Faculty Members applying for scheduled development time shall submit intents and proposals according to the table below:

SD PERIOD	SUMMER	FALL	WINTER
Submit intent to Chair and Dean	February 1	February 1	February 1
Submit proposal to Chair	February 1	June 1	October 1
Submit proposal to Dean/Director	February 15	June 15	October 15

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

- (iii) The Dean or Director shall formally respond to all proposals within one month of the deadline for submission to the Dean or Director. Proposals which do not receive a response by 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 between the Faculty Member, and the Dean or Director 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
- (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 deferral of scheduled development time shall not be unreasonably denied, but shall be planned 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. Deans/Directors and individual Faculty Members are responsible for ensuring that scheduled development activities are conducted in accordance with approved plans and standards.
 - (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.

10.02 PROFESSIONAL DEVELOPMENT FUND

A budgetary item equal to one and one-half percent (1-1/2%) of Employees' salaries shall be set aside annually to be used to:

- (a) pay Employees granted leave at part or full salary for professional development.
- (b) supplement outside funds and/or cover a portion of the non-salary costs associated with approved programs, including exchanges.

The Professional Development Committee shall receive and assess the merits of all requests for use of professional development funds and shall direct the Finance department in the allocation of the funds. The Committee shall encourage and promote in-house professional development activities and establish guidelines for administration of the professional development program.

10.03 FACULTY EXCHANGES

- (a) A Faculty Member may, for up to one (1) year, exchange duties with a person with appropriate qualifications from another institution. The Camosun Faculty Member will receive full pay and benefits, will receive an increment if applicable, and will in all respects continue as an Employee of Camosun College.
- (b) Faculty from two (2) different departments may take part in an interdepartmental exchange program whereby their duties are exchanged for a specified period of time in accordance with College policies and guidelines.

10.04 PROFESSIONAL FEES

The College will reimburse continuing and probationary Employees for annual dues they expend for membership in a professional association if the membership in the professional association is required as a condition of employment by the College.

11. PUBLIC OR UNION OFFICE

11.01 SEEK ELECTION

Employees may seek election to municipal and school board offices, provided there is no conflict of interest and the duties of the office do not adversely affect the performance of the Employee at the College.

11.02 CAMPAIGN

There are no restrictions on Employees engaging in political activities on their own time as campaign workers.

11.03 LEAVE

If nominated as a candidate for election, an Employee shall be granted leave without pay to engage in the election campaign. If not elected, the Employee shall be allowed to return to the Employee's position at the College. If elected, the Employee shall be granted, upon written request, leave of absence without pay as follows:

- (a) For an Employee elected, or appointed, to a full-time position in the Union, or any body with which the Union is affiliated, a period of one (1) year.
- (b) For an Employee elected to public office, a maximum of five (5) years.

12. COURT APPEARANCES

An Employee shall be granted leave with pay when summoned as a witness or juror provided that such action is not occasioned by the Employee's private affairs and provided that all pay in excess of travel and meal allowance is remitted to the Employer.

13. LEAVE

13.01 UNPAID LEAVE

- (a) Unless the request creates serious problems for the Employer, the Employer will grant an Employee unpaid leave for up to one (1) year.
- (b) Under special circumstances a leave may be approved or extended to a total of three (3) years. A leave will be for any purpose deemed justifiable by the Employee.
- (c) If the leave involves experience of value to the College, as approved in writing by the appropriate Vice-President, the Faculty Member will accumulate seniority and, if applicable, increment credit during the leave. Such approval will be conditional on the leave being used essentially as planned. Advanced placement for activities carried out during the leave is subject to the terms and conditions of Clause 5.01. A Faculty Member cannot earn both increment credit under this clause and a step for advanced placement under clause 5.01 for the same activity.
- (d) Arrangements for the leave must take into account that an Employee's annual vacation entitlement will be reduced in proportion to the leave period. This reduction in vacation entitlement will result in an additional period of leave without pay unless there is a mutually acceptable work assignment available during the period which otherwise would have been vacation. During this additional period of leave, Employees' benefits will not be affected, and they shall not have their vacation or scheduled development entitlement diminished further.

- (e) No term Faculty Member shall have the right to convert to a continuing appointment under Clause 1.04(d)(iii) (2) based on a vacancy, created by the third year of the continuing Faculty Member's leave. The term Faculty Members replacing the Faculty Member on leave would retain all other rights under Clause 1.04(d), including the right to count the third year of the continuing Faculty Member's leave as part of the time required to qualify for conversion to a continuing contract according to Clause 1.04(d)(ii).

Should there be a term Faculty Member who under the terms of Clause 1.04(d) would qualify for conversion to continuing status were it not for the provisions of the preceding clause, that Faculty Member's rights vis-a-vis Clause 1.04(d)(iii) (2) would be carried forward for one (1) year.

13.02 BEREAVEMENT LEAVE

In the case of death in the immediate family, an Employee not on leave of absence without pay shall be entitled to bereavement leave, at the Employee's regular rate of pay, from the date of death with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

13.03 BIRTH OR ADOPTION LEAVE

At the time of the birth or adoption of an Employee's child, the non-birth parent shall be entitled to two (2) days of leave with pay.

An Employee on parental or adoption leave may not also apply for non-birth parent leave under this Clause.

13.04 DEFERRED SALARY LEAVE PLAN

Each Faculty Member with a continuing appointment, part or full-time, is eligible to participate in a Deferred Salary Leave Plan as set out in Appendix D.

13.05 PENSION ON PROFESSIONAL DEVELOPMENT LEAVE

Faculty who are on approved professional development leave (paid or unpaid) and retain Employee status with the College, may continue their contributions to the Pension Plan subject to the approval of the appropriate pension authority of B.C. Where the Faculty Member continues to contribute, the Employer will also contribute the Employer's share.

14. MATERNITY AND PARENTAL LEAVE

In some instances the stipulations of the Employment Standards Act exceed the rights provided by this clause. In such instances the provisions of the Employment Standards Act will apply. Please consult the Human Resources Department for more information.

14.01 MATERNITY LEAVE

- (a) Upon at least four (4) weeks written notice before the day the employee proposes to begin maternity leave, a pregnant employee is entitled to a leave of absence without pay up to a maximum of seventeen (17) consecutive weeks. The leave must be taken no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and end no later than seventeen (17) weeks after the leave begins.

- (b) If required by the Employer, the request for leave must be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date.
- (c) If an Employee on leave under Clause 14.01 (a) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the Employee to give the Employer a medical practitioner or nurse practitioner's note stating the Employee is able to resume work.
- (d) The Employee returning to work after maternity leave shall provide the College with at least four (4) weeks' notice and on return from maternity leave the Employee shall be placed in their former position or in a position of equal rank and salary.

14.02 Parental Leave - Refer to Article 8 of the FPSE 2019 - 2022 Common Agreement

15. SICK LEAVE

In addition to the provisions below, please refer to Article 9.3 Disability Benefits in the 2019 - 2022 Common Agreement.

15.01 SICK LEAVE

- (a) All Employees are entitled to sick leave at one hundred percent (100%) of their salary for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply for eligible Employees.
- (b) All Employees shall retain any sick leave credits previously accrued, including any entitlement to payout of such sick leave entitlement pursuant to 15.02.

Note: All Employees accrued sick leave days prior to April 1, 2002. Term Employees whose contracts were less than 50% or shorter than four months accrued sick leave days up to June 30, 2006.

15.02 ACCUMULATED SICK LEAVE

Pre-1988 Accumulation

- (a) All Faculty Members on continuing appointment who were under age fifty-five (55) on March 31, 1988, will have their sick leave accumulation payout credits frozen at the March 31, 1988 level.
- (b) The accumulated sick leave referred to in 15.02(a) shall be payable upon retirement, as defined in the Pension (College) Act. On retirement, the Employee may either:
 - (i) convert their accumulated sick leave to cash on the basis of fifty percent (50%) of one two hundred fiftieth (1/250) of the Employee's annual salary per day, to a maximum of two hundred fifty (250) days of accumulated sick leave; or
 - (ii) use the sick leave to retire early on the basis of fifty percent (50%) of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
 - (iii) a combination of (i) and (ii).

Where an Employee retires on less than full pension, the number of days which may be converted under (i), (ii) and (iii) above shall be actuarially reduced in the same proportion as is the Employee's Pension (College) Act benefits.

- (c) Faculty members may also use the accumulated sick leave referred to in 15.02(a), to exchange for approved faculty development time above the level of faculty development assured by Clause 10.01 of the Agreement.
 - (i) The rate of exchange will be one (1) additional approved faculty development day for the payout credits of two (2) accumulated sick days.
 - (ii) The additional faculty development time, obtained through this exchange process, shall not accrue faculty development time and holiday entitlements when taken within the year immediately prior to retirement. The calculation shall be made from the end date of the development time. The number of sick days accumulated for use during illness shall not be reduced by the application of this clause.

Post-1988 Accumulation

- (d) Any sick leave accumulated after April 1, 1988 shall not be converted to payout on retirement.

Payout on Death

- (e) In the event of death, all accumulated sick leave will be paid in full to the Employee's designated beneficiary as indicated in the group life insurance policy unless otherwise specified.

15.03 FAMILY ILLNESS

In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide for the needs of the ill person, the Employee shall be entitled, after notifying their Dean, to a maximum of three (3) days at any one time for this purpose.

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 2022-2025 Collective Agreement is \$92,535.05. 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.

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 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.

16. WORKSAFEBC AND OCCUPATIONAL HEALTH AND SAFETY

16.01 WORKSAFEBC

The Employer shall maintain WorkSafeBC coverage for all Employees.

Where an Employee is on a Claim recognized by WorkSafeBC, the Employee shall be entitled to leave, at the Employee's regular rate of salary, up to a maximum of one hundred twenty-six (126) working days for any one (1) claim. Where an Employee is on a leave with pay under this clause, the compensation payments received by the Employee from WorkSafeBC, shall be remitted to the Employer. There shall be no deduction from an Employee's sick leave as a result of this clause.

16.02 OCCUPATIONAL HEALTH AND SAFETY

- (a) The Union and the Employer agree that regulations made pursuant to the Workers Compensation Act, the Hazardous Products Act or any other statute applicable to the province of British Columbia pertaining to the working environment, shall be complied with. First Aid kits shall be supplied in accordance with the Occupational Health and Safety Regulations of the Workers Compensation Act.
- (b) Employees must complete a Workplace Hazardous Materials Information System (“WHMIS”) educational program within the first two (2) months of employment if they
 - (i) store, handle, use or dispose of a controlled product;
 - (ii) supervise other Employees who handle, use or dispose of a controlled product; or
 - (iii) work near a controlled product where they may be at risk as a result of the normal storage, handling, use or disposal of a controlled product.
- (c) Controlled products include compressed gas, flammable and combustible material, corrosive material, poisonous material and dangerously reactive material.

College Joint Occupational Safety and Health Committee

- (d) The Employer agrees to establish and maintain a College health and safety committee. The Joint Occupational Safety and Health Committee shall be composed of at least four members, with representatives from administration, each Union, and each major campus. The Union agrees to support the Employer in obtaining representatives to serve on the committee.
- (e) The Joint Occupational Safety and Health Committee may establish subcommittees on any campus where it deems necessary. This committee will meet at regular intervals to be determined by the membership and will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Joint Occupational Safety and Health Committee shall be sent to the Union. Employees who are representatives of the Joint Occupational Safety and Health Committee shall continue to receive the rate of pay they would have been receiving had they not been attending a Joint Occupational Safety and Health Committee meeting.
- (f) An Employee may refuse to perform work that the Employee reasonably considers to be unsafe. The Employee must report the unsafe condition to their Dean or Director. No Employee shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties the Employee reasonably considered to be unsafe.

Injury Pay Provision

- (g) An Employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave.

Transportation of Accident Victims

- (h) Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

Investigation of Accidents

- (i) The Joint Occupational Safety and Health Committee shall be notified of each accident or injury to Employees engaged in College activities and shall investigate and report to the Union and President of the College on the nature and cause of the accident. In the event of a fatality, the Employer shall immediately notify the Union of the nature and circumstances of the accident.

Occupational First Aid Requirements

- (j) The Union and Employer agree that they shall comply with Occupational First Aid Regulations made pursuant to the Workers Compensation Act.
- (k) On the advice of the Joint Occupational Safety and Health Committee, the Employer shall designate an Employee as the First Aid Attendant at each major campus. The person so designated will normally be a member of CUPE and will receive the stipend approved in the CUPE Agreement.
- (l) Where the Employer requires an Employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and where necessary, leave to take the necessary courses shall be granted with pay.
- (m) When a member of the Union agrees to act as the designated First Aid Attendant at any campus, the member shall receive a stipend equivalent to that received by a CUPE Employee having similar first aid qualifications.

Safety Courses

- (n) The Joint Occupational Safety and Health Committee will keep itself informed of training programs sponsored by WorkSafeBC or other agencies, and make recommendations for participation.
- (o) Union representatives on the Joint Occupational Safety and Health Committee are entitled to an annual educational leave in accordance with the Workers Compensation Act.

17. BENEFITS

17.01 BENEFIT DETAILS

All benefits shall be considered part of this agreement. Benefit details will be available in an on-line manual on the Human Resources and CCFA Websites. For reference, benefit coverage for term Employees is summarized in Appendix C.

All probationary Employees shall be considered as continuing Employees in relation to benefit coverage.

Note: The parties acknowledge that the Letter of Understanding 2 in the Common Agreement regarding the Medical Services Plan of BC applies.

17.02 EXTENDED HEALTH BENEFITS

- (a) Premiums for Employees on full-time appointments will be paid by the Employer. Premiums for Employees on less than full-time appointments will be shared on a prorated basis. All administrative costs for this plan shall be borne by the Employer. Subject to clause 17.02(b), participation in this plan shall be a condition of employment for all Employees holding appointments of fifty percent (50%) or greater unless covered in another plan. Appointments of less than fifty percent (50%) will also be granted coverage upon application to the Human Resources Department.
- (b) When successive term appointments result in a term of uninterrupted employment of more than one (1) month, the Employee shall be eligible for Extended Health Benefits coverage from the date of the beginning of the contract that results in the total period of employment exceeding one (1) month.

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 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.

17.04 GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT

For all eligible Employees, the Employer shall pay one hundred percent (100%) of the premium costs of a group life insurance policy and accidental death and dismemberment insurance. The group life policy shall provide for the payment of three (3) times annual salary on the death of an Employee. The accidental death and dismemberment insurance shall provide for an additional payment of three (3) times annual salary on the accidental death of an Employee and coverage for accidental dismemberment.

Participation of eligible Employees shall be a condition of employment.

Each continuing Employee is eligible to participate in the group life insurance plan.

When successive full-time term appointments result in a term of uninterrupted employment of four (4) months or more, term Employees shall be eligible for group life and accidental dismemberment benefits from the date of the beginning of the contract which results in the total period of employment of four (4) months or more.

17.05 DISABILITY INSURANCE

Eligibility

- (a) Participation of eligible Employees in this disability insurance plan shall be a condition of employment. All continuing Employees are eligible to participate in the plan.

When successive term appointments result in a term of uninterrupted employment of four (4) months or more with a minimum of a 50% workload, the Employee shall be eligible for disability benefits from the date of the beginning of the contract which results in a total period of employment of four (4) months or more.

Benefit Coverage

- (b) The Employer will pay the costs of a group disability insurance plan that provides for
 - (i) short term disability benefits at seventy percent (70%) weekly indemnity for twenty-one (21) weeks, and
 - (ii) long term disability benefits at seventy percent (70%) of the Employee's gross monthly salary as defined on the basis of two (2) year own occupation and any other occupation thereafter.
- (c) The Employer will pay health and welfare benefit premiums for Employees on sick leave, short-term disability, and long-term disability.
- (d) For Employees in receipt of disability benefits under the group plan, the Employer will hold the Employee's position open for a period not exceeding two (2) years from the beginning of continuous absence from the job, plus the time, if any, between the date when the Employee is declared fit for work and the date of the next regular student intake in the relevant program.
- (e) However, the Employer will hold the Employee's position open for four (4) years (plus the time to the start of the next semester, quarter, etc.) if:
 - (i) the Employee had been a continuing Employee prior to the onset of the disability; and,
 - (ii) a medical prognosis indicates a probability that the Employee will become fit for work within four (4) years.

In order to return to work after a period longer than two (2) years (plus the time before the next semester, etc.) the Employee must have maintained or developed the skills and knowledge required for his or her faculty role.

- (f) At the conclusion of the period of time for which the Employer will hold an Employee's position open under 17.07(d) and (e), an Employee in receipt of disability benefits under the group plan shall be entitled to return to a position at the College in accordance with the legal standards and obligations arising from the British Columbia Human Rights Code.
- (g) A person returning from a period of disability will, whenever possible; resume their appointment at the beginning of the next semester or quarter or at the next regular intake for students in the relevant course or program. However, the timing of the Faculty Member's return to work shall not result in more than two (2) months between the cessation of Disability benefits and the resumption of the Faculty Member's employment.
- (h) In the case of a term Employee, the entitlement to return to the College will not extend beyond the end date of the Employee's appointment at the time of the onset of the disability.
- (i) Employees are advised to give as much notice as possible of their ability to return to work.

17.06 PENSION

The existing pension plan will continue in accordance with Provincial regulations pertaining to the College Pension Plan.

17.07 TUITION FEES

Tuition fees will be waived for Faculty Members who register in those credit courses which are accepted by their Dean or Director as having direct relevance to their College functions. The Registrar shall confirm that seats reserved for specific student groups are retained and that the Faculty Member satisfies course admission requirements.

18. RETIREMENT

18.01 EARLY RETIREMENT

A full-time Faculty Member, in order to facilitate gradual retirement, may, upon reaching the age of fifty-five (55), apply for status as a continuing part-time Employee, with the percentage of workload to be mutually acceptable to the Employer and the Employee, but not less than fifty percent (50%). Salary and benefits shall be prorated in accordance with the percentage of workload.

18.02 EARLY RETIREMENT INCENTIVE

In those Departments in which a reduction in staff is required, a Faculty Member may instead volunteer to take early retirement and shall be eligible for an early retirement incentive providing the Faculty Member meets the following conditions:

- (a) is age fifty-five (55) years or over;
- (b) has a minimum of ten (10) years of service;
- (c) holds a continuing appointment at the College.

A Faculty Member who opts to take early retirement shall be paid a retirement incentive of ten percent (10%) of the Faculty Member's annual salary times the number of years remaining until sixty-five (65) to a maximum of one (1) year's salary, in addition to other retirement benefits.

18.03 POST-RETIREMENT EMPLOYMENT

- (a) Following retirement from the College, a previous Employee may be appointed to a post-retirement position in their previous department. With the approval of the appropriate Vice-President, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the Employee. Appointments may be extended subject to mutual agreement between the College and the Employee.
- (b) An Employee who has retired and is subsequently appointed to a post-retirement position may work up to a fifty percent (50%) work load. Should an Employee who has retired and who was in receipt of an early retirement incentive from the College be appointed to a post-retirement position prior to the period of time covered by the early retirement incentive, the Employee shall repay the portion of the early retirement incentive covering the period of time subsequent to assuming the post-retirement position.

- (c) Retired faculty covered by this article shall have the same rights and benefits as continuing Faculty Members, except the right to revert to a full-time position under Article 1.04(b); the right of first refusal under Article 1.04(c); the right to a continuing position under Article 1.04(e); seniority under Article 1.07; and layoff provisions under Article 3.01 (b); 3.02, 3.03, and 3.04(b).
- (d) Retired faculty covered by this Article shall engage in instructional and organizational development activities approved by the College during their period of Scheduled Development. If the appropriate Dean or Director agrees, the retired Faculty Member may engage in professional development during their Scheduled Development.
- (e) An amount equal to the College's contribution to the College Pension Plan for the workload of the retired Employee subsequently appointed to a post-retirement position will be paid by the College to an Employee nominated RRSP. This contribution shall continue to the same age as pension contributions are required to be made by the College on behalf of Faculty Members not covered by this Article.
- (f) If any provision of the Article conflicts with the terms of the College Pension Plan, then that provision will be deemed to be null and void and the parties will negotiate a provision to substitute for the provision rendered null and void which does not conflict with the College Pension Plan. All other provisions of this Article will remain in full force and effect.

18.04 NOTICE OF RETIREMENT

Faculty members are advised to give the College at least three (3) months' notice of their intention to retire from the College.

19. PARKING

The Employer shall provide parking near the place of employment at no cost to the Employee. Such parking shall be subject to Canada Customs and Revenue Agency regulations with respect to taxable benefits.

20. INDEMNITY

Except where a joint Union-Employer Committee considers that there has been flagrant or willful negligence on the part of an Employee, the Employer agrees not to seek indemnity against an Employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an Employee arising out of the performance of the Employee's duties. The Employer also agrees to pay any legal costs incurred in the proceedings.

21. GRIEVANCE PROCEDURE

21.01 RESOLUTION OF DISPUTES OR COMPLAINTS

Under the terms of this clause, individual Faculty Members, the Employer and/or the Union as a whole may raise complaints or attempt to resolve disputes concerning the administration, application, interpretation or alleged violation of this Agreement or other matters relating to employment at the College.

The Union and the Employer agree to attempt to resolve disputes and complaints at the earliest possible stage through procedures which bring together the concerned Faculty Member(s) and the appropriate excluded Administrator(s) for frank and open discussion.

(a) Informal Dispute Resolution

A Faculty Member is encouraged to discuss with the appropriate Administrator, prior to the initiation of a grievance, any problems relating to the Faculty Member's employment to resolve the matter promptly and informally. A Faculty Member is entitled to have a representative of the Union present for such discussions.

Any resolution of a dispute or complaint shall be consistent with this Agreement. If the Union is of the opinion that a complaint has been resolved in a manner inconsistent with the terms of this Agreement, then the Union may initiate a grievance on the resolution.

(b) Grievance Procedure

All grievances shall be initiated by the Union. Time limits specified throughout this process may be extended by mutual agreement.

Step One

Grievances shall be initiated by the Union in writing within twenty (20) working days following the completion of any attempt at informal resolution under Clause 21.01 (a).

If the informal dispute resolution process under Clause 21.01 (a) is not utilized by the grievor, then a grievance must be initiated by the Union within sixty (60) working days after the date on which the grievor first became aware of the action or circumstance giving rise to the grievance. The Union will present the written grievance to the appropriate Employer representative at a meeting scheduled to discuss the matter and the parties will attempt to reach a resolution.

The Employer shall have ten (10) working days after the Step One grievance meeting to respond in writing.

Step Two

If the grievance has not been resolved in Step One, the Union will, within ten (10) working days, provide a detailed description in writing to the appropriate Administrator and Human Resources specifying the nature of the grievance, the Union's arguments, the violation of the Collective Agreement and the suggested remedy. The appropriate Administrator will provide the Union with a written response within ten (10) working days.

Step Three - Written submission to the President's office

Failing a resolution at Step Two, the President's office shall receive written submissions from both parties. The Union shall submit the written grievance to the President's office within twenty (20) working days of receiving the Employer's Step Two written response. The Employer representative shall make their submission within twenty (20) working days from the date on which the President's office received the Union's submissions. The President or designate retains the option of calling the parties together to seek or recommend a resolution. Should no resolution acceptable to the parties be achieved, the President or designate will provide a written decision within 10 (ten) working days of receiving the Employer representative's submissions. If the Union determines within 10 (ten) working days of receiving the President or designate's written response that the decision is not acceptable, the Union has the option of submitting the grievance to arbitration.

Step Four - Arbitration

When a party has requested that a grievance be submitted to arbitration, the parties shall attempt to reach mutual agreement on the appointment of a single arbitrator (the "Arbitrator"). If agreement cannot be reached, an Arbitrator will be chosen by lot from the list in Appendix D of the Common Agreement.

The Arbitrator shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the proceeding.

The decision of the Arbitrator shall be final, binding, and enforceable on the parties.

The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the Arbitrator deems just and equitable.

The Arbitrator shall not have the power to change this Agreement or alter or amend any of its provisions.

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which the Arbitrator shall make every effort to do within seven (7) days.

Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

At any point in the process, the parties may by mutual consent refer the matter to a mediator agreed to by the Union and the Employer.

21.02 VARIATION OF PROCEDURE

The parties may, by mutual consent, waive any step or time limit specified within the procedure for resolution of disputes.

22. UNION MEMBERSHIP AND DUES

22.01 BARGAINING UNIT DEFINITION

The bargaining unit shall include all Faculty Members (as described in the certification statement of the Union) and part-time Faculty Members, whose salary is determined by the salary scale.

22.02 MEMBERSHIP

All Employees covered by this Agreement shall as a condition of employment hold and maintain membership in the Union except where exempted and as outlined according to the laws of British Columbia.

22.03 DUES

The Employer agrees to deduct each month from the monthly salary of each Employee, one-twelfth (1/12) of the total annual Union dues as determined by the Union, and any special levies which the Union may determine as authorized by its Constitution. This sum will be transmitted to the Union without delay, and this sum will be shown on the T4 slip, after the Union has confirmed receipt of these dues.

23. UNION RIGHTS

23.01 INDIVIDUAL AGREEMENTS

No Employee covered by this Agreement shall be required, or permitted, to make a written or oral agreement with the Employer, or its representatives, which conflicts with this Agreement.

23.02 FAIR TREATMENT

The Employer and the Union agree that there shall be no discrimination, restriction, or coercion exercised or practiced with respect to any Employee for reason of membership or activity in the Union.

23.03 LEAVE FOR UNION BUSINESS

Approved leave of absence with pay will be granted to:

- (a) an Employee who is representative of the Union;
- (b) an Employee called to appear as a witness before an Arbitration Board.

23.04 RELEASE TIME

- (a) The Union has the right to buy release time for the President and for other members as required. The Union shall give adequate notice to the administration regarding the persons to be released and the release time required so as to minimize any disruption to staffing at the College. Release time, holidays, and benefits shall be purchased at the rates of the person released.

A CCFA member elected to office in the Federation of Post-Secondary Educators (FPSE) shall be granted leave from the College, upon request, with adequate notice given to the College. Release time, holidays, and benefits shall be charged to the Union at the rates of the person on leave.

Individuals on leave to work for the Union or FPSE shall accrue seniority, be eligible for service increments, and be accorded all benefits under this contract in accordance with the Employee's employment status at the commencement of leave.

- (b) Professional Meetings
 - (i) An Employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with the Employee's Dean or Director up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of FPSE or registered professional associations.
 - (ii) Up to four (4) times a year Faculty Members covered by this Agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the Union for up to two (2) hours on each occasion. When possible, the Union agrees to schedule such meetings so as to minimize disruption to students. The Dean or Director may cancel the classes or make other arrangements at the Dean or Director's discretion.

23.05 PICKET LINES

All Employees covered by the Agreement have the right to refuse to cross a picket line arising out of a labour dispute. Any Employee failing to report for duty shall be considered absent without pay.

23.06 STRUCK WORK

No Employee shall be required to add to the Employee's normal duties or functions so as to do or assist anyone doing any duty or function of any job of any Employee on strike or lockout by any Employer.

24. SAFEGUARD AGAINST SALARY REDUCTIONS

No person covered by this Agreement shall have their current rate of salary or allowance reduced by the application of this Agreement.

25. USE OF TERMS

Whenever a singular term is used in the Agreement, it shall be considered to refer to the plural where the context requires.

The term "Coordinator" refers to faculty positions within the following areas: Professional Studies and Industry Training, Applied Learning, Co-operative Education & Career Services, and Camosun International.

The clauses in this Agreement which refer to CE (Continuing Education) courses are understood to apply to community education courses, portfolio-managed courses in all schools, and courses developed by or contracted by Professional Studies and Industry Training and Camosun International Departments.

26. TERM OF AGREEMENT

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

27. COLLECTIVE BARGAINING

27.01

No later than three (3) months prior to the expiry of the Collective Agreement, the two parties shall agree to a period of time for negotiations which shall extend to at least one (1) month after the expiration date of the Agreement. The negotiating period can be extended with the agreement of the two parties.

27.02

If thirty (30) days after the expiry of this Agreement, or of the award of an Arbitration Board, or at the conclusion of a period of negotiation agreed to by the parties, whichever is longer, no agreement has been reached between the parties as to the terms of a new agreement, either party may refer the matters in dispute to a Board of Arbitration, as determined in (c) of this section. The decision of the Board of Arbitration shall be binding on the parties to this Agreement until the next anniversary date of the Agreement.

27.03

On or before the date of conclusion of the period of negotiation agreed to by the two parties, should there be no agreement between the parties as to the terms of a new Collective Agreement, the parties shall reach a decision as to the form of compulsory binding arbitration which shall be used.

27.04

Either party or both parties may refer unresolved matters to the mediation services of the Labour Relations Board, prior to referring the dispute to binding arbitration, with the costs of the mediation to be shared equally by the two parties.

28. EMPLOYEE APPRAISAL

Employee Appraisals are designed to provide Employees with opportunity for continued professional growth and development. The process should assist with planning professional development and providing information to facilitate decision-making about work assignments and continuing appointments.

28.01 METHODS AND CRITERIA OF APPRAISAL

- (a) The methods of Appraisal and the criteria to be used shall be developed by the Dean, Director or Vice-President as appropriate in consultation with the Chairs in the School.
- (b) The methods of Appraisal and the criteria used shall be fair and reasonable.
- (c) The Dean, Director or Vice-President as appropriate will ensure that all Employees are aware of the methods of evaluation and criteria to be used.
- (d) There shall be no changes in the methods of Employee Appraisals without the agreement of the Union.
- (e) The number and frequency of Appraisals are the maximums allowed, except as noted in clause 28.02(b)(ii) and 28.04(b)(v).

28.02 APPRAISAL OF CONTINUING EMPLOYEES

(a) Components of Continuing Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

- (i) Student feedback sought as part of this process.
- (ii) Departmental feedback, which may include Chair and other peer feedback.
- (iii) Self Evaluation on overall service to the college, which includes a description of relevant achievements and activities, such as the following: instructional practices, committee work, professional and community connections, professional development activities, curriculum development activities, conferences participation, and a record of publications.

At the discretion of the Employee, other relevant components, including written submissions, from other sources internal or external to the College that attest to the Employee's performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

(b) Scheduling of Continuing Employee Appraisals

- (i) An Appraisal of each continuing Employee shall be completed at least once every three (3) years. After two (2) evaluations confirming the Faculty Member's competence, a simple statement by the Dean or Director added to the Faculty Member's file, attesting to continuing satisfactory performance shall normally meet the requirements of this clause.
- (ii) Situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.
- (iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean or Director, will develop a plan, with appropriate timelines, for attaining the required skills and for knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.

(c) Completion of Continuing Employee Appraisals

- (i) The components of the Appraisal of continuing Employees shall be submitted to the Dean or Director.
- (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement.
- (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.

- (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/ Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.03 APPRAISAL OF PROBATIONARY EMPLOYEES

(a) Components of Probationary Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

- (i) Student feedback sought as part of this process.
- (ii) Departmental feedback, which may include Chair and other peer feedback.
- (iii) Self evaluation on overall service to the College.

At the discretion of the Employee, other relevant components, including written submissions, from other sources internal or external to the College that attest to the Employee's performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

(b) Scheduling of Probationary Employee Appraisals

- (i) All Employees on probationary appointments shall be evaluated within the first semester of their appointment and when eight (8) to ten (10) months remain in the probationary period.
- (ii) Should the Appraisal that occurs with eight (8) to ten (10) months remaining in the probationary period indicate that the Employee has not yet demonstrated the skills and knowledge required for a continuing appointment, a third Appraisal will be carried out within two (2) months of the end of the probationary period.
- (iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean or Director, will develop a plan, with appropriate timelines, for attaining the required skills and/or knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.
- (iv) On the basis of the Employee's most recent Appraisal, the Dean or Director will recommend to the appropriate Vice-President whether to convert the probationary contract to continuing or to sever the Employee's connection to the College at the end of the Employee's probationary appointment, or in accordance with Clause 2.03.
- (v) The Employer shall not deny conversion to a continuing appointment as a result of not completing the Appraisals as specified in this clause.

- (c) Completion of Probationary Employee Appraisals
- (i) The components of the Appraisal of probationary Employees shall be submitted to the Dean or Director.
 - (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement.

The statement shall indicate whether the Employee is currently performing at a level suitable for further employment
 - (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.
 - (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/ Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.04 APPRAISAL OF TERM EMPLOYEES

- (a) Components of Term Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

- (i) Student feedback sought as part of this process.
- (ii) Departmental feedback, which may include Chair and other peer feedback.
- (iii) Self Evaluation on overall service to the College.

At the discretion of the Employee, other relevant components, including written submissions from other sources internal or external to the College that attest to the Employee performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

- (b) Scheduling of Term Employee Appraisals

- (i) All Term Employees shall be appraised within the first semester of employment at the College. A second Appraisal shall be completed within the second or third semester. A third Appraisal may be conducted prior to completion of four (4) semesters of employment.
- (ii) After any Appraisal, should improvements be deemed necessary, the Employee and the Dean or Director, may develop a plan, with appropriate timelines, for attaining the additional skills and/or knowledge required. The Employee may apply to the Professional Development Fund for assistance in this regard. This provision shall not be interpreted as obligating the Employer to offer additional contracts to the term Employee.

- (iii) The Employer may not deny a term Employee's first refusal rights or prevent a term Employee from converting to continuing or probationary status as a result of not completing the Appraisals stipulated in this clause.
 - (iv) After the term Employee has completed two years of service additional Appraisals may be conducted every three years if the Employee remains a term Employee. Additional evaluations may be conducted under the terms of clause 28.04(b)(v).
 - (v) For term Employees who have completed two years of service and remain term Employees, situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.
- (c) Completion of Term Employee Appraisals
- (i) Term Employees shall review the components of the Appraisal with their Chair. The Chair shall prepare a summary report, which is submitted to the Dean or Director together with the components of the Appraisal after the Employee has had the opportunity to review the summary report and add comments, including whether the Employee agrees or disagrees with the summary report.
 - (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement. The statement shall indicate whether the Employee is currently performing at a level suitable for further employment.
 - (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.
 - (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/ Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.05 DISTRIBUTION OF APPRAISAL DOCUMENTS

The completed Appraisal shall be placed in the Employee's Human Resources personnel file. Except with the Employee's permission for further distribution, the Appraisal shall be available only to the Employee, the Employee's Chair, the Employee's Dean or Director, appropriate Human Resources personnel, the appropriate Vice President, and the President. In the case of a dispute or legal action, the Appraisal shall be available to the designated Union and management representatives and to a mediator, arbitration board, and the legal counsels of the Union and the Employer.

29. TECHNOLOGICAL CHANGE

- (a) Technological change shall mean any change in the method of operation or equipment which results in an Employee's services no longer being required in the same capacity.
- (b) Prior to introducing technological change, the Employer shall notify in writing the Union and the Employee(s) affected of the intended change, with a statement of foreseeable effects and repercussions on Employees. Such notice shall be given as far in advance as possible but no less than four (4) months prior to the change being introduced.

If, within thirty (30) days of giving notice of technological change, the Employer or the Union identify potential problems, either party may request a meeting to discuss and to endeavor to reach an agreement on the area of concern.

Any agreements reached during discussions shall be appended to this contract as Letters of Agreement. Where agreement is not reached within sixty (60) days of the beginning of discussions, either party may file a formal grievance.

- (c) The Employer agrees to take all reasonable steps so that an Employee shall not lose employment because of technological change. Every reasonable effort will be made by the Employer to utilize normal turn-over of Employees, to the extent that it arises during the period in which changes occur, to absorb Employees displaced because of such change or changes. However, when necessary to reduce staff, it will be done as outlined in Clause 3 of the Agreement.

30. VACANCIES

The current College policy on selection of new faculty shall not be changed without the agreement of the Union.

Where vacant positions at the College are posted, they will appear on the College's website.

31. COMMUNITY INVOLVEMENT AND ENTREPRENEURIAL ACTIVITY

Any Employee under this Agreement who plans to undertake income producing employment outside the College will consult with the Employee's Dean or Director prior to making any such commitments.

The Employer encourages community involvement and entrepreneurial activities that complement College activities, provided that these activities do not conflict with College duties and responsibilities.

32. PERSONNEL FILES

A Faculty Member shall have access to any personnel file pertaining to them that is held by an individual or office in the College with the exception of confidential letters of reference and pre-employment interview reports.

Except for routine administrative access by the Human Resources Department and appropriate administrators, personnel files shall not be open to other individuals without the written permission of the Faculty Member concerned.

The Human Resources Department will maintain the official documents of any information contained in a personnel file. Faculty members will be notified of all information placed in that file and may respond in writing to any document. This response shall become part of the file.

33. ACADEMIC FREEDOM

There shall be no infringement or abridgment of the academic freedom of any Faculty Member. Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in scholarship and research.

Academic freedom is the freedom to examine, question, teach, and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

- (a) freedom in the conduct of teaching;
- (b) freedom in undertaking research and publishing or making public the results thereof, without infringing upon the College’s copyright privileges;
- (c) freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

34. NO DISCRIMINATION OR HARASSMENT

The College and each member of the College community are responsible for creating and maintaining a working and learning environment free from discrimination and harassment.

35. HIRING OF COLLEGE ADMINISTRATORS

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.

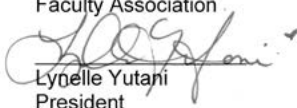
SIGNED ON BEHALF OF:

Camosun College

Camosun College
Faculty Association

PSEA Board of Directors

Lane Trotter
President



Lynelle Yutani
President

Doug Campbell
PSEA Board Chair

Date


4 SEP 2024

Date

Date



John D'Agnolo
Executive Director, HR



Michael Stewart
Contract Negotiations Chair

Sept 4, 2024

Date

4 Sep 2024

Date

APPENDIX A - PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

The Committee shall consist of faculty representatives as follows:

- (a) One from Access and Indigenous Education and Community Connections
- (b) Two from Arts and Science
- (c) One from Business
- (d) One from Health and Human Services
- (e) One from Trades and Technology
- (f) Two (total) from areas other than the above
- (g) Two elected by the Camosun College Faculty Association (one who becomes Chair and one other elected member)

The Committee shall also include two Deans, Directors, Associate Deans, or Associate Directors.

2. TERM OF OFFICE

The members of the Committee shall serve from September 1 until the following August 31. Members may serve additional terms.

3. DUTIES OF THE COMMITTEE

- (a) To direct the Finance department in the allocation of professional development funds;
- (b) To encourage and promote in-house professional development activities.

APPENDIX B - CHAIR'S STIPEND AND STEP 2A SALARY

Chair's Stipend

Effective	April 1, 2022	\$4,170
	April 1, 2023*	\$4,451
	April 1, 2024*	\$4,585

Step 2A Salary

<u>Effective Date</u>	<u>Step 2A Compensation</u>
April 1, 2022	\$95,655
April 1, 2023*	\$102,112
April 1, 2024*	\$105,175

* The salary increases have been adjusted pursuant to Letter of Agreement 11 Re: Cost of Living Adjustment.

APPENDIX C - SUMMARY OF BENEFIT COVERAGE FOR TERM EMPLOYEES

Benefit	Term Eligibility Percentage	Term Eligibility Length of Contract(s)	Premium paid by	Prorating of premiums for part time
Extended Health Benefit Plan	50% (optional for less than 50%)	More than one month	Employer	Yes
Psychological Services Plan	50% (optional for less than 50%)	More than one month	Employer	No
Dental Plan	50%	*An appointment for at least 16 weeks	Employer	Yes
Disability Insurance	50%	Four months or more	Employer	No
Group Life	100%	Four months or more	Employer	
Accidental Death & Dismemberment	100%	Four months or more	Employer	No

*Effective September 21, 2023 (date of ratification of this Collective Agreement)

APPENDIX D - DEFERRED SALARY LEAVE PLAN

1. Description

- (a) The purpose of the Deferred Salary Leave Plan ("Plan") is to afford Employees the opportunity of taking a leave of absence of up to one (1) year with part pay by deferring salary for and taking a leave after the qualifying period.
- (b) It is expressly understood that the Plan is not established to provide benefits to Employees on or after retirement.

2. Qualifications

All continuing Employees will be eligible to take leave under the Plan.

3. Application

- (a) An Employee must apply at least two (2) months prior to participation in the plan to the Executive Director of Human Resources using the Deferred Salary Leave Application, Agreement, and Approval Form which appears as Appendix H of the Common Agreement.
- (b) The Employer will not unreasonably withhold approval of an Employee's application for Deferred Salary Leave.
- (c) The Employer will render a decision on applications for Deferred Salary Leave within 30 days of receipt. The Union will be advised of all applications. The Employer will provide reasons in writing to the Employee and the Union if the application is denied.

4. Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of leaves of absence shall be as follows:

- (a) During the deferral period of the Plan, Employees will be paid up to ninety percent (90%) of their base salary and not less than sixty-six and two-third percent (66 2/3%) of their base salary. The remaining percentage of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the Employee during the period of absence.
- (b) The monies retained by the Plan trustee ("Trustee") for participants, shall be invested and reinvested by the Trustee Investment monies earned in the Plan on behalf of the participating Employee shall be paid at the beginning of each calendar year following a year in which income was deferred.
- (c) The Employer and the Union shall not be liable to any participant for investments under the Plan.
- (d) Employment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period. Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period.
- (e) The leave of absence may normally be taken only in the qualifying year of the Plan. Under special circumstances, exceptions may be granted; however, the deferral period must not exceed six (6) years in total from the date the salary deferrals commenced, and the leave of absence will commence at a mutually agreeable time. Agreement shall not be unreasonably withheld.

- (f) A participant may alter the percentage amounts for the next and any subsequent years by giving written notice to the College at least one month prior to the anniversary date of participation in the Plan.
- (g) A participating Employee may on one occasion while he/she is participating in the Plan give notice to the Employer stating that the Employee wishes to suspend his/her participation in the Plan for a period of up to twenty-four (24) months as of the anniversary date of enrolment in the Plan that immediately follows such notice, in which case the Employer shall pay the Employee his/her full compensation as if the Employee were not participating in the Plan. The amounts previously retained by Trustee shall be retained during the period of suspended participation. Investment monies accrued thus far will be paid at the beginning of the following calendar year, as if there had not been a suspension of participation in the Plan.

5. Terms of Reference

- (a) Payment to a participant on leave shall be made in accordance with college payroll procedures. These instalments shall start on the pay period following the commencement of the leave. The final instalment shall be the balance of any monies retained by the Trustee for the participant in the Plan.
- (b) Upon no less than six (6) months' notice, a participant may request a one (1) year postponement of the start of the leave requested in the initial application, provided that this postponement does not extend the period of contribution beyond six (6) years from the date of participation in the Plan. Such postponement will not be unreasonably denied.
- (c) On return from leave, an Employee shall return to the position held immediately prior to going on leave.
- (d) Employees who are laid off or cease to be employed by the College will be required to withdraw from the Plan at the time of cessation of employment or, in the case of a layoff, at the end of the layoff recall period and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any investment monies earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.
- (e) Prior to commencing their leave of absence, an Employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (d) applies) upon giving written notice not less than six (6) months prior to the date on which the leave of absence is scheduled to occur. Notice received less than six (6) months prior to the date on which the leave of absence is scheduled to occur will be accepted if staffing commitments have not been made with respect to the leave period. All salary accumulated plus investment monies owed will be repaid to the Employee within 60 calendar days of notification of withdrawal.
- (f) Should an Employee die while participating in the Plan, the Employer will pay within sixty (60) days of notification of such death any salary accumulated plus investment monies owed at the time of death to the Employee's estate, subject to the Employer receiving any necessary clearances and proofs required for payment to estates.

- (g) There will be no interruption of a leave once it has commenced, except by mutual agreement.
- (h) Each participating Employee shall receive an annual report setting out the amount of deferred salary retained by the Trustee for that Employee, including any investment monies earned thereon that have not been paid out according to clause 4 (b). The annual report shall be provided no later than July 31 st of each year while the Employee participates in the Plan.
- (i) The Employer shall bear the administrative expenses of the Plan. Administrative expenses mean internal costs incurred by the College and not external charges such as those related to the administration of the Plan by the Trustee.

6. Salary

Throughout the period of the leave of absence, the Employee may not receive any salary or wages from the Employer, other than the salary that has been deferred under the Plan.

7. Benefits

- (a) The Employee's benefit coverage will continue for the duration of the leave.
- (b) During the deferral period, payment for benefits shall be the same as it would be if the Employee were not deferring salary.
- (c) During the period of leave, payment for benefits shall be the same as it would be if the Employee were on an unpaid leave of absence. Where a participant is obligated to pay the cost of any benefit during the period of leave, the Employer will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant under the Plan.
- (d) If the period of leave is used for professional development, the provisions of Clauses 13.01 (c) and 13.04 shall apply.
- (e) Pension contributions, entitlement and purchase for service shall be governed by the appropriate Pension Plan Act and regulations.

8. Termination or Amendment of the Plan

- (a) This Plan may be amended or terminated by agreement between the Union and the Employer.
- (b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

9. Income Tax Act, Pension Plans and Regulations

The Parties agree that they will make any modifications to this Plan that are necessary in order to comply with the Income Tax Act and the appropriate pension plans legislation and their regulations.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT 1

between

THE CAMOSUN COLLEGE
and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: ADVANCED PLACEMENT REVIEW COMMITTEE

It is hereby agreed that Clause 5.01(e) of the Collective Agreement between the Camosun College Board of Governors and the Camosun College Faculty Association shall be administered by an Advanced Placement Review Committee to facilitate overall College-wide consistency and fairness.

The CCFA and the College President shall each appoint two (2) members to the Committee. The term of office shall normally be two (2) years with staggered terms to ensure continuity. Initially, some members will be appointed for one (1) year terms by mutual agreement. The Committee will include one (1) Dean or Director, one (1) Human Resources Department representative and two (2) CCFA members. Alternates will also be appointed for each committee position by the respective parties. Committee members must represent different schools or divisions. Committee members will not adjudicate applications from Faculty Members within their own school or division; a named alternate member will substitute. Content specialists, mutually agreed to by the applying Faculty Member and the Committee, may be invited to serve on the Committee as non-voting ex-officio members during specific application reviews.

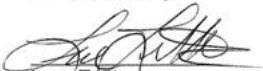
The Advanced Placement Review Committee will be the representative body to process all applications from CCFA members related to Clause 5.01(e) of the Collective Agreement and to make recommendations to the appropriate Vice-President.

Faculty members will make application to the Committee for advanced placement under the terms of the Committee's guidelines relating to Clause 5.01(e). In reviewing applications, the Committee may meet with the applicants or return the application for clarification, additional information or documentation. The Committee will forward its decision, as recommendations to the appropriate Vice-President who will review the Committee's recommendations and inform each applicant, in writing, of the decision.

The process of review, inclusive of the decision of the appropriate Vice-President, will occur in response to applications for advanced placement under Clause 5.01(e) at the request of either party.

SIGNED ON BEHALF OF:

Camosun College

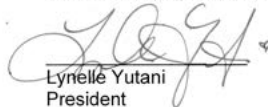

Lane Trotter
President

Sept 4, 2024
Date

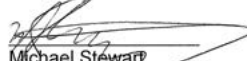

John D'Agno
Executive Director, HR

Sept 4, 2024
Date

Camosun College Faculty Association


Lynelle Yutani
President

4 SEP 2024
Date


Michael Stewart
Contract Negotiations Chair

4 SEPT 2024
Date

LETTER OF AGREEMENT 2

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION


RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS


Camosun College and Camosun College Faculty Association hereby agree that Camosun College Faculty Association members, either on secondment or temporary assignment to an administrative position for a period of up to six (6) years, will retain their Camosun College Faculty Association membership, pay Union dues, and retain all the rights and responsibilities of Faculty Association members, including accumulation of seniority, except where such rights and responsibilities conflict with administrative status.

SIGNED ON BEHALF OF:

Camosun College

Camosun College Faculty Association

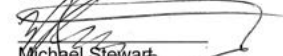

Lane Trotter
President


Lynellé Yutani
President

Sept 4, 2024
Date

4 SEP 2024
Date


John D'Agnolo
Executive Director, HR


Michael Stewart,
Contract Negotiations Chair

Sept 4, 2024
Date

4 SEPT 2024
Date

LETTER OF AGREEMENT 3

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

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. 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.
3. A full-time Faculty Member shall not supervise more than five (5) 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.
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.
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.

SIGNED ON BEHALF OF:

Camosun College

Camosun College Faculty Association



Lane Trotter
President

SEPT. 4, 2024
Date



Lynelle Yutani
President

4 SEP 2024
Date



John D'Agnolo
Executive Director, HR

Sept 4, 2024
Date



Michael Stewart
Contract Negotiations Chair

4 Sept 2024
Date

LETTER OF AGREEMENT 4

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

Introduction

The Common Faculty Professional Development Fund ("Fund") has been created through Article 16 of the Common Agreement. It provides that the College create a fund representing 0.6% of annual salary each fiscal year for the purpose set out therein. The Fund is not meant to replace any existing development or educational funds.

The fund is to be used in support of various types of professional development activities for the maintenance and development of the Faculty Members' professional competence and effectiveness. It is intended to assist faculty to remain current and active in their discipline and program.

The Fund will be used to support approved professional development activities for CCFA members.

Eligibility

Faculty Members or groups of Faculty Members employed by the College shall be eligible to apply. Program areas, departments, and/or Schools may apply for monies from the Fund to be used to support the professional development of faculty in a manner consistent with the purpose of the fund as set out above.

Application and Approval

Applications to the Fund shall be reviewed by the Professional Development Committee ("Committee") provided for in Article 10.02 and Appendix A of the local portion of the Collective Agreement between the parties.

Applications to the fund require the written "approval in principle" of the applicant's Dean or Director.

The Committee will evaluate each application and the committee's recommendations for acceptance shall go to the appropriate Vice President or designate.

The appropriate Vice President or designate will consider the recommendations of the Committee and shall be responsible for the final approval of all applications.

Where the Vice President or designate does not agree with a recommendation of the Committee, the Vice President or designate shall provide reasons in writing to the applicant(s) and the Committee.

Selection Criteria

The Committee will review all applications for the Fund and assess the merits of each application based on a number of factors including the following:

- the value to the College of the proposed professional development activity,
- the value to the Faculty Member(s) of the proposed professional development activity,
- available funding,
- previous professional development financial assistance granted.

Proposals will be considered that support professional development activities for the maintenance and development of professional competence and effectiveness and to assist faculty to remain current and active in their discipline and program. These may include the following:

- proposals with a scholarly and/or educational focus,
- events or activities that further the College's Education Plan,
- funding for additional educational qualifications,
- retraining in response to a need to place Faculty Members into different positions within the College, except when clause 3.03 applies,
- presenting at or attending conferences or events (including travel, registration, meals, and accommodation),
- events identified by a Faculty Member or Faculty Members, Dean, Director, Vice President, or President that are consistent with the purpose of the fund.

Administration

The percentage allocation of funds to short term, long term, and in house professional development shall be determined by the Professional Development Committee having regard for the strategic goals of the College.

The accounting and reporting procedures used by the Professional Development Committee will be applied to this fund. However, accounting and reporting will be done separately from the existing PD fund.

Committee members may not review their own PD funding request.

SIGNED ON BEHALF OF:

Camosun College

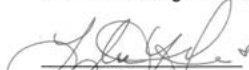

Lane Trotter
President

Sept 4, 2024
Date


John D'Agnolo
Executive Director, HR

Sept 4/2024
Date

Camosun College Faculty Association


Lynelle Yutani
President

4 SEP 2024
Date


Michael Stewart
Contract Negotiations Chair

4 Sept 2024
Date

LETTER OF AGREEMENT 5

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: INITIAL PLACEMENT PROCEDURE

To attract specialized personnel, or to facilitate transfer of continuing Faculty Members from other B.C. colleges and institutes, the administration may offer placement on the salary scale above the maximum initial placement but not above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement, as per Clause 4.03.

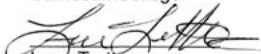
The College shall notify the Union when the maximum initial placement has been waived and provide its reasons for doing so in writing.

This Letter of Agreement will be in effect for the term of this Collective Agreement.

The parties agree that this Letter of Agreement will supersede the last paragraph of clause 4.04 for the duration of the Letter of Agreement.

SIGNED ON BEHALF OF:

Camosun College

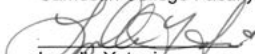

Lane Trotter
President

Sept 4, 2024
Date



John D'Agnolo
Executive Director, HR

Sept 4, 2024
Date

Camosun College Faculty Association


Lynelle Yutani
President

4 SEP 2024
Date


Michael Stewart
Contract Negotiations Chair

4 Sep 2024
Date

LETTER OF AGREEMENT 6

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: 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 endeavor 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.

SIGNED ON BEHALF OF:

Camosun College



Lane Trotter
President

Sept 4, 2024
Date


John D'Agnolo
Executive Director, HR


Sept 4, 2024
Date

Camosun College Faculty Association



Lynelle Yutani
President

4 SEP 2024
Date


Michael Stewart
Contract Negotiations Chair

4 Sep 2024
Date

LETTER OF AGREEMENT 7

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: 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.

SIGNED ON BEHALF OF:

Camosun College

Camosun College Faculty Association


Lane Trotter
President


Lynelle Yutani
President

Sept 4, 2024
Date

4 SEP 2024
Date


John D'Agnolo
Executive Director, HR


Michael Stewart
Contract Negotiations Chair

Sept 4, 2024
Date

4 SEP 2024
Date

LETTER OF AGREEMENT 8

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: 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 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.


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

SIGNED ON BEHALF OF:

Camosun College


Camosun College Faculty Association

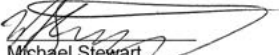

Lane Trotter
President


Lynellé Yutani
President

Sept 4, 2024
Date

4 SEP 2024
Date


John D'Agholo
Executive Director, HR


Michael Stewart
Contract Negotiations Chair

Sept 4, 2024
Date

4 Sep 2024
Date

LETTER OF AGREEMENT 9

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: 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.

APPENDIX A
PROVINCIAL SALARY SCALE

STEP	01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24*	01-Apr-24 to 31-Mar-25*
1	\$102,655	\$109,584	112,872
2	\$96,195	\$102,688	105,769
3	\$89,635	\$95,685	98,556
4	\$85,990	\$91,794	94,548
5	\$82,854	\$88,447	91,100
6	\$79,725	\$85,106	87,659
7	\$76,590	\$81,760	84,213
8	\$73,459	\$78,417	80,770
9	\$70,326	\$75,073	77,325
10	\$67,192	\$71,727	73,879
11	\$64,061	\$68,385	70,437

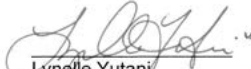
* The salary increases have been adjusted pursuant to Letter of Understanding 11 Re: Cost of Living Adjustment.

SIGNED ON BEHALF OF:

Camosun College

Camosun College Faculty Association

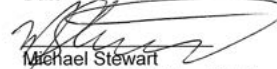

Lane Trotter
President


Lynelle Yutani
President


Date Sept 4, 2024

4 SEP 2024
Date


John D'Agnolo
Executive Director, HR


Michael Stewart
Contract Negotiations Chair

Sept 4, 2024
Date

4 Sep 2024
Date

LETTER OF AGREEMENT 10

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: 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 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.

SIGNED ON BEHALF OF:

Camosun College

Camosun College Faculty Association



Lane Trotter
President


Lynelle Yutani
President

Sept 4, 2024
Date

4 SEP 2024
Date


John D'Agnolo
Executive Director, HR


Michael Stewart
Contract Negotiations Chair

Sept 4, 2024
Date

4 Sept 2024
Date

LETTER OF AGREEMENT 11

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

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%.

SIGNED ON BEHALF OF:

Camosun College



Lane Trotter
President

Sept 4, 2024
Date


John D'Agnolo
Executive Director, HR

Sept 4, 2024
Date

Camosun College Faculty Association


Lynelle Yutani
President

4 SEP 2024
Date


Michael Stewart
Contract Negotiations Chair

4 SEPT 2024
Date

COMMON AGREEMENT

BETWEEN:

**The Employers' Bargaining Committee
on behalf of member institutions
ratifying this Common Agreement**

AND

**Federation of Post-Secondary Educators of BC (FPSE)
on behalf of its local unions
ratifying this Common Agreement**

OF THE SECOND PART

For the term of
April 1, 2019 to March 31, 2022

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of:

Camosun College, Coast Mountain College, College of New Caledonia, College of the Rockies, North Island College, Okanagan College, and Selkirk College.

Federation of Post-Secondary Educators on behalf of:

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), North Island College Faculty Association (FPSE Local 16), Okanagan College Faculty Association (FPSE Local 9), and Selkirk College Faculty Association (FPSE Local 10).

Table of Contents

DEFINITIONS - PREAMBLE	77
ARTICLE 1 - PREAMBLE	78
1.1 Purpose of Common Agreement	78
1.2 Future Legislation	78
1.3 Conflict with Policies	78
1.4 Singular and Plural	78
ARTICLE 2 - HARASSMENT	78
2.1 Statement of Commitment	78
2.2 Definitions	79
2.3 Procedures	79
2.4 Findings	81
2.5 Rights of the Parties	81
2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action	82
2.7 Local Discussion	82
2.8 Relation to Other Agreements	82
ARTICLE 3 - EMPLOYER/UNION RELATIONS	82
3.1 Human Resources Database	82
3.2 Joint Administration and Dispute Resolution Committee	83
3.3 Leave of Absence for College Committees and Union Leave	84
ARTICLE 4 - PRIOR LEARNING ASSESSMENT	85
4.1 Definition	85
4.2 Prior Learning Assessment as Workload	85
4.3 Training in Prior Learning Assessment	86
4.4 Prior Learning Assessment Coordinators	86
ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY	86
5.1 Copyright Ownership	86
5.2 Employer Rights to Materials Copyrighted by Employee(s)	86
5.3 Employee Rights to Materials Copyrighted by the Employer	86
5.4 Joint Review	87
ARTICLE 6 - JOB SECURITY	87
6.1 Employee Security and Regularization	87
6.2 Program Transfers and Mergers	90
6.3 Registry of Laid Off Employees	91
6.4 Targeted Labour Adjustment	93
6.5 Contracting Out	95
6.6 Education Technology/ Distributed Learning	95

ARTICLE 7 - LEAVES 96

7.1 Definitions 96

7.2 General Leave 96

7.3 Seniority Accrual 96

7.4 Retention of Status 97

7.5 Benefits While on Leave 97

7.6 Bereavement Leave 97

7.7 Family Illness Leave 97

7.8 Compassionate Care Leave 97

7.9 Donor Leave 98

7.10 Jury Duty and Court Appearances 98

7.11 Public Duties 98

7.12 Exchange Leave 98

7.13 Deferred Salary Leave 99

7.14 Leave Respecting the Death of a Child 99

7.15 Leave Respecting the Disappearance of a Child 99

7.16 Leave for Domestic Violence 99

7.17 Cultural Leave for Aboriginal Employees 99

ARTICLE 8 - PARENTAL LEAVE 100

8.1 Preamble 100

8.2 Commencement of Leave 100

8.3 Benefits Continuation 100

8.4 Return to Work 101

8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave 101

ARTICLE 9 - HEALTH AND WELFARE BENEFITS 102

9.1 Joint Committee on Benefits Administration 102

9.2 Specific Benefits 103

9.3 Disability Benefits 104

ARTICLE 10 - PENSIONS 105

10.1 Mandatory Enrolment 105

10.2 Existing Employees 105

ARTICLE 11 - EARLY RETIREMENT INCENTIVE 106

11.1 Definition 106

11.2 Eligibility 106

11.3 Incentive Payment 106

ARTICLE 12 - SALARIES 106

12.1 Provincial Salary Scale 106

12.2 Secondary Scale Adjustment 107

12.3 Maintenance of Placement 108

12.4 Calculation of Pay 108

12.5 Overload 108

12.6 Faculty Administrative Stipends 108

ARTICLE 13 - EFFECT OF THIS AGREEMENT 109

ARTICLE 14 - INTERNATIONAL EDUCATION	109
14.1 General	110
14.2 Expenses	110
14.3 Health and Welfare Benefits	110
14.4 Emergencies and Emergency Evacuation	111
14.5 Orientation and Return	111
14.6 Application	111
ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT	112
ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND	112
16.1 Purpose	112
16.2 Process	112
16.3 Fund	112
ARTICLE 17 - TERM	112
APPENDIX A	113
PROVINCIAL SALARY SCALE	113
APPENDIX B	113
LIST OF INVESTIGATORS	113
APPENDIX C	114
DISPUTE REFERRAL FORM	114
APPENDIX D	115
LIST OF ARBITRATORS	115
APPENDIX E2	116
REGISTRY OF LAID OFF EMPLOYEES - FORM 2	116
APPENDIX F	117
MEDICAL TRAVEL REFERRAL BENEFIT	117
APPENDIX G	120
DENTAL PLAN	120
APPENDIX H	121
DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM	121
APPENDIX I	122
FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE LEAVE	122
LETTER OF UNDERSTANDING 1	124
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	123
LETTER OF UNDERSTANDING 2	125
MEDICAL SERVICES PLAN OF BC	125
LETTER OF UNDERSTANDING 3	126
EXPEDITED ARBITRATION	126
LETTER OF UNDERSTANDING 4	129
WORKING COMMITTEE ON SECONDARY SCALES	129

DEFINITIONS

“Agreement” or “Common Agreement” means this Common Agreement reached between the employers and the unions as defined in “Parties” or “Common Parties” definition.

“Collective Agreement” means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

“Employee” means a person employed within a bargaining unit represented by one of the unions that has ratified a Collective Agreement that includes this Common Agreement.

“Employer” means an employer that has ratified a Collective Agreement that includes this Common Agreement.

“Institution” means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.

“Joint Administration and Dispute Resolution Committee” or “JADRC” means the committee established pursuant to Article 3.2 of this Agreement.

“Joint Labour-Management Committee” means a committee formed by local parties with equal representation from a local union and an institution.

“Local parties” means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.

“Local provision” means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.

“Local union” means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.

“Ministry” means the Ministry of Advanced Education, Skills and Training.

“Parties” or “Common Parties” means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:

- Camosun College/Camosun College Faculty Association (FPSE Local 12)
- Coast Mountain College/Academic Workers’ Union (FPSE Local 11)
- College of New Caledonia/Faculty Association of the College of New Caledonia (FPSE Local 3)
- College of the Rockies/College of the Rockies Faculty Association (FPSE Local 6)
- North Island College/North Island College Faculty Association (FPSE Local 16)
- Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
- Selkirk College/Selkirk College Faculty Association (FPSE Local 10)

“Post-Secondary Employers’ Association” or “PSEA” means the employers’ association that is established for post-secondary institutions under the Public Sector Employers’ Act and that is the employer bargaining agent for all institutions.

“Ratification” means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement. The local unions and institutions are those listed in 12 above.

“Union” means a faculty association or trade union certified as a bargaining agent.

ARTICLE 1 - PREAMBLE

1.1 PURPOSE OF COMMON AGREEMENT

1.1.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.2 In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

1.2 FUTURE LEGISLATION

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

1.3 CONFLICT WITH POLICIES

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

1.4 SINGULAR AND PLURAL

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

ARTICLE 2 - HARASSMENT

2.1 STATEMENT OF COMMITMENT

The Institutions promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The Institutions have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Unions and Employers agree that attendance is required and will take place during compensated work time.

2.2 DEFINITIONS

2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the *BC Human Rights Code* [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with their participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

2.2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

2.3 PROCEDURES

2.3.1 Local Informal Processes

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to their terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the respondent to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the respondent must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

2.3.4 Investigation

Where either the complainant or respondent does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the respondent which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.

Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of the individuals.

- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude their work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of their report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

2.4 FINDINGS

2.4.1 The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

- (a) state the action(s), if any, to be taken or required by the employer;
- (b) include, where appropriate, a statement of exoneration.

2.5 RIGHTS OF THE PARTIES

Should a complainant file a complaint under the provisions of the *Human Rights Code*, it is understood that the *Human Rights Code* complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the *Human Rights Code* and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

2.6 FALSE COMPLAINTS, BREACHES OF CONFIDENTIALITY AND RETALIATORY ACTION

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

2.7 LOCAL DISCUSSION

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

2.8 RELATION TO OTHER AGREEMENTS

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 HUMAN RESOURCES DATABASE

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Skills and Training continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3.1.1 Relevant Matters include:

- (a) Health and Welfare
 - (i) Benefit Plan Designs
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Carrier contracts
- (b) Collective Bargaining
 - (i) Salary information by classification
 - (ii) FTE, headcount, placement on scale, appointment status
 - (iii) Demographics: age and gender
- (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 JOINT ADMINISTRATION AND DISPUTE RESOLUTION COMMITTEE

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of three (3) representatives of each party. Where appropriate, additional individuals may be called as resources, by mutual agreement.

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be held within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of four (4) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of the Common Agreement.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution.
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

3.3 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES AND UNION LEAVE

3.3.1 Leave of Absence for College Committees

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. Costs arising from this provision will not be charged against the program area of the participating employee.

3.3.2 Union Leave

Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

3.3.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

ARTICLE 4 - PRIOR LEARNING ASSESSMENT

4.1 DEFINITION

Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

4.2 PRIOR LEARNING ASSESSMENT AS WORKLOAD

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

4.3 TRAINING IN PRIOR LEARNING ASSESSMENT

An employee required to perform prior learning assessment responsibilities as part of their workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

4.4 PRIOR LEARNING ASSESSMENT COORDINATORS

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 COPYRIGHT OWNERSHIP

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

5.1.1 belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout their lifetime and upon their death by their heirs or assigns; and

5.1.2 belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
- (b) are given release time from usual duties to create and produce copyrightable work product, or
- (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

5.2 EMPLOYER RIGHTS TO MATERIALS COPYRIGHTED BY EMPLOYEE(S)

Where the employee holds the copyright pursuant to Article 5.1.1, the institution shall have a right to use their copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

5.3 EMPLOYEE RIGHTS TO MATERIALS COPYRIGHTED BY THE EMPLOYER

Where the institution holds the copyright pursuant to Article 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

5.4 JOINT REVIEW

JADRC may, at the request of either party, review issues arising from the application of this Article.

ARTICLE 6 - JOB SECURITY

6.1 EMPLOYEE SECURITY AND REGULARIZATION

6.1.1 Intent

The purpose of this Article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this Article will be regularized.

Where this Article establishes a date for action, the parties responsible for taking the action may agree to another date.

6.1.2 Definitions

“Department” or “functional area” means the operational or administrative subdivision of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

“Employee security” means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

“Non-regular employee” means a person employed on any basis other than regular as defined in the local collective agreement.

“Regularization” means the process by which a non-regular employee converts to regular status under this Article.

“Regular full-time” employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

“Regular part-time” employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions;
 - (ii) the types of appointment categories contained in the collective agreement;
 - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority;
 - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee;

- (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice;
 - (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
 - or
 - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
 - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
 - (ii) requirements for a probationary period post-conversion of at least twelve months;
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;
 - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights;
 - (v) limitations on concurrent regular appointment at more than one institution;
 - (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation;
 - (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
 - (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;

- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
- (x) implications for existing appointment types;
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
 - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
 - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
 - (i) An agreement to:
 - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or
 - (2) maintain the current local collective agreement provisions respecting employee security and regularization,
 - (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to them.

6.1.6 Jurisdiction

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to them considering:
 - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC;

- (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia;
 - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services.
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
 - (c) In making their decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.
 - (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

6.2 PROGRAM TRANSFERS AND MERGERS

6.2.1 Notice of Program Transfer/Merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

6.2.2 Transfer/Merger Agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

6.2.3 Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

6.3 REGISTRY OF LAID OFF EMPLOYEES

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution.
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
 - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
 - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
 - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
 - (ii) obtaining equivalent employment as a result of being listed on the Registry;
 - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.
- (d) Implementation
 - (i) An employee applies for listing through their Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
 - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.

(iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if they are no longer available for employment through the Registry.

(e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

- (i) had their employment terminated for just and reasonable cause;
- (ii) accepted early retirement, or
- (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that they are a registrant on the Registry.

6.3.4 Rights for Registrants

(a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

(b) Entitlements for Successful Applicants

(i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

(ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

(iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.

(1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, they will have their seniority recognized for all purposes other than severance accrual.

(2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.

(3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry their seniority to that new institution for all purposes other than severance accrual.

(iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

(v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired them in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 TARGETED LABOUR ADJUSTMENT

6.4.1 Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

- prior to the issuance of lay-off notice to employees under the local agreement, or
- by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,

whichever date is later.

The union shall be provided with a copy of each final plan for employee labour adjustment.

6.4.2 Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, they thereby waive all other rights, claims, or entitlements, and severs their relationship with the institution.
- (c) Workload averaging that does incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

6.4.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.5 CONTRACTING OUT

6.5.1 Additional Limitation on Contracting Out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

(a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or

(b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

6.5.2 Certain Inter-Institutional Arrangements Permissible

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

6.6 EDUCATION TECHNOLOGY/ DISTRIBUTED LEARNING

6.6.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

6.6.2 In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

6.6.3 Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

6.6.4 The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

6.6.5 The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

6.6.7 Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

6.6.8 Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

6.6.9 No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

ARTICLE 7 - LEAVES

7.1 DEFINITIONS

All references to spouse within the leave provisions of this Agreement include married and common-law partners regardless of sexual orientation, gender identity, or gender expression. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

7.2 GENERAL LEAVE

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

7.3 SENIORITY ACCRUAL

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

7.4 RETENTION OF STATUS

An employee on approved paid or unpaid leave will retain their employment status for the duration of the leave.

7.5 BENEFITS WHILE ON LEAVE

An employee will continue to receive their salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

7.6 BEREAVEMENT LEAVE

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

7.7 FAMILY ILLNESS LEAVE

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

7.8 COMPASSIONATE CARE LEAVE

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

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

7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the twenty-seven (27) week period specified in Article 7.8.1 above. Such additional leave shall be in accordance with the Employment Standards Act, including the certification criteria as outlined in the Act.

7.9 DONOR LEAVE

An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.

7.10 JURY DUTY AND COURT APPEARANCES

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the employer.

7.11 PUBLIC DUTIES

7.11.1 An employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, federal, or Aboriginal government election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

7.11.2 An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, federal, or Aboriginal government election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.11.3 The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal governance.

7.12 EXCHANGE LEAVE

An employee holding a regular or continuous appointment may exchange their position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by their institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

7.13 DEFERRED SALARY LEAVE

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

7.14 LEAVE RESPECTING THE DEATH OF A CHILD

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

7.15 LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD

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

7.16 LEAVE FOR DOMESTIC VIOLENCE

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

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

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

7.17 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

ARTICLE 8 - PARENTAL LEAVE

8.1 PREAMBLE

8.1.1 Definitions

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.
- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

8.1.2 Entitlement

Upon written request, an employee who elects the extended parental benefit, as defined under the *Employment Insurance Act*, shall be entitled to a leave of absence without pay of up to six (6) consecutive months in addition to statutory requirements. An employee who elects the standard parental benefit as defined under the *Employment Insurance Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.

8.2 COMMENCEMENT OF LEAVE

Leave taken under Article 8.1.2 shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within seventy-eight (78) weeks of the birth unless the employer and the employee agree otherwise.

8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within seventy-eight (78) weeks of the birth.

8.2.3 for an adopting parent, within seventy-eight (78) weeks after the child is placed with the parent.

8.3 BENEFITS CONTINUATION

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 RETURN TO WORK

8.4.1 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.4.2 An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.

8.4.3 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.4.4 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4.5 Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) FOR MATERNITY AND PARENTAL LEAVE

8.5.1 When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first week of maternity leave an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological, adoptive or legally recognized parent shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under article 8.5.1(c) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.
- (e) Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

- (f) The average base salary for the purpose of Article 8.5.1(a) through (e) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

8.5.3 Repayment of the Supplemental Employment Benefit

- (a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.
- (b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 JOINT COMMITTEE ON BENEFITS ADMINISTRATION

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

9.1.4 Costs of the Joint Committee

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 SPECIFIC BENEFITS

9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of one-thousand dollars (\$1000) every three (3) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) Eye vision exams shall be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years.
 - (vii) Vision care shall be increased to six-hundred and fifty dollars (\$650) every two (2) years.
- (b) Group Life and Accidental Death and Dismemberment Insurance Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.
- (c) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(d) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

9.3 DISABILITY BENEFITS

9.3.1 The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

9.3.2 (a) The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled Long-Term Disability Benefit Initiative, but will be an insured plan and will include the following elements:

Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter

Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan

Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability

Employer payment of premiums for both short-term and long-term disability benefits

Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)

Mandatory rehabilitation as described in the JCBA plan

Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

9.3.3 Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

(a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or

(b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.

9.3.7 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 - PENSIONS

10.1 MANDATORY ENROLMENT

Enrolment in the College Pension Plan shall be as set out by the Public Sector Pension Plans Act, Schedule A.

10.2 EXISTING EMPLOYEES

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

11.1 DEFINITION

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

11.2 ELIGIBILITY

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

11.3 INCENTIVE PAYMENT

11.3.1 An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

ARTICLE 12 - SALARIES

12.1 PROVINCIAL SALARY SCALE

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective the first day of the first full pay period after April 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%). The Parties agree that retroactive adjustment from the date of ratification to April 1, 2019 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.1.2 Effective the first day of the first full pay period after April 1, 2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2020 shall be increased by two percent (2%). The Parties agree that retroactive adjustment from the date of ratification to April 1, 2020 will apply in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.1.3 Effective the first day of the first full pay period after April 1, 2021, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2021 shall be increased by two percent (2%).

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

12.2 SECONDARY SCALE ADJUSTMENT

All steps on secondary scales will be increased as follows:

12.2.1 Effective the first day of the first full pay period after April 1, 2019: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.2.2 Effective the first day of the first full pay period after April 1, 2020: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.2.3 Effective the first day of the first full pay period after April 1, 2021: two percent (2%).

12.2.4 Despite Articles 12.2.1 to 12.2.3, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

12.3 MAINTENANCE OF PLACEMENT

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or their current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

12.4 CALCULATION OF PAY

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

12.5 OVERLOAD

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

12.6 FACULTY ADMINISTRATIVE STIPENDS

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

12.6.1 Effective the first day of the first full pay period after April 1, 2019: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.6.2 Effective the first day of the first full pay period after April 1, 2020: two percent (2%). The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before June 30, 2020. After the date there will be no retroactive adjustment. The Parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.6.3 Effective the first day of the first full pay period after April 1, 2021: two percent (2%).

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

ARTICLE 13 - EFFECT OF THIS AGREEMENT

13.1

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in Article 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

13.2

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 - 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 - Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 8 - Parental Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding - Expedited Arbitration

13.4

Any disputes over the application of this Article will be resolved through JADRC.

ARTICLE 14 - INTERNATIONAL EDUCATION

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada and the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.1 GENERAL

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

14.2 EXPENSES

- (a) The employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- (b) The employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

14.3 HEALTH AND WELFARE BENEFITS

The employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.4 EMERGENCIES AND EMERGENCY EVACUATION

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if they reasonably apprehends that their health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

14.5 ORIENTATION AND RETURN

14.5.1 Employees working under this Article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.

14.5.2 The employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

14.6 APPLICATION

Article 14 shall apply to local unions as follows:

14.6.1 Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 14.

14.6.2 Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by the *BC Workers' Compensation Act* and the Occupational Health and Safety Regulations.

ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

16.1 PURPOSE

16.1.1 The Common Faculty Professional Development Fund ("the Fund") is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

16.2 PROCESS

16.2.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

16.3 FUND

16.3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the employer.

ARTICLE 17 - TERM

This Agreement shall be in effect from April 1, 2019 to March 31, 2022, and shall continue in force until the renewal of this Agreement.

APPENDIX A

PROVINCIAL SALARY SCALE

STEP	01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24	01-Apr-24 to 31-Mar-25
1	\$102,655	\$109,584	\$112,872
2	\$96,195	\$102,688	\$105,769
3	\$89,635	\$95,685	\$98,556
4	\$85,990	\$91,794	\$94,548
5	\$82,854	\$88,447	\$91,100
6	\$79,725	\$85,106	\$87,659
7	\$76,590	\$81,760	\$84,213
8	\$73,459	\$78,417	\$80,770
9	\$70,326	\$75,073	\$77,325
10	\$67,192	\$71,727	\$73,879
11	\$64,061	\$68,385	\$70,437

APPENDIX B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
 Ana Mohammed
 Linda Sum
 Kyra Hudson
 Laurie Mills
 Yuki Matsuno
 Ken Saunders

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

APPENDIX C

DISPUTE REFERRAL FORM

Date: _____

EMPLOYER	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

UNION	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:	
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE: _____	
STATEMENT OF ISSUE(S) IN DISPUTE:	
Signature: _____ Title: _____	

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

APPENDIX D

LIST OF ARBITRATORS

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.3 and 3.2.4:

Joan Gordon
Judi Korbin
Ken Saunders
Robert Pেকেles
Corinn Bell

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

APPENDIX E2
REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

BENEFIT SUMMARY

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

\$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;

Where an employer requires it, receipts must be submitted with the expense claim;

Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;

Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;

Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

LIST OF ELIGIBLE EXPENSES

Medical Travel: When ordered by the attending physician because in their opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:

Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);

Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

Accommodation: Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

Meals: Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

Attendant: Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

SUPERIOR BENEFITS

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

EXCLUSIONS

No benefit shall be payable for:

Charges which are considered an insured service of any provincial government plan;

Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;

Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;

Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;

Charges not included in the list of eligible expenses;

Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of their license;

Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;

Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;

Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;

Charges which the administrator is not permitted, by any law to cover;

Charges for dental work where a third party is responsible for payments of such charges;

Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;

Charges for services and supplies resulting from any intentionally self-inflicted wound;

Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;

Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

CLAIMS ADJUDICATION

To claim benefits, the employee or dependent must:

Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;

Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;

Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

APPENDIX G

DENTAL PLAN

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have their teeth cleaned more frequently than every nine (9) months as provided by Article 9.2.1 (d) is as follows:

Faculty employee visits dentist as usual

Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months

Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning

Faculty employee or dentist submits the form to the Insurance Carrier as normal

The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine(9) months

The employers' approval of the more frequent cleaning is not required.

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective _____, 20____

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of _____ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

Number of additional year _____

Percentage per additional year _____

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

Signature of Applicant

Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

Signature of Employer

Date

APPENDIX I

FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE LEAVE

The following “family members” are persons identified through their relationship to the employee.

- Spouse (includes heterosexual, common-law, and same-sex relationships)
- Children
- Children’s spouses
- Step-children
- Step-children-in-law
- Siblings
- In-law siblings
- Parents
- Step-parents
- Parents-in-law
- Grandparents
- Grandchildren
- Nieces/Nephews
- Guardians
- Step-siblings
- Aunts/Uncles
- Current or former foster-parents
- Current or former foster children
- Current or former wards
- Current or former guardians
- Spouse of sibling or step-sibling
- Spouse of child or step-child
- Spouse of a grandparent
- Spouse of a grandchild
- Spouse of an aunt or uncle
- Spouse of a niece or nephew
- Spouse of a current or former foster child
- Spouse of a current or former guardian
- Spouse of an employee’s current or former foster parent
- Spouse of an employee’s current or former ward
- Spouse of a person who is living with the employee as a member of the employee’s family

The following "family members" are persons identified through their relationship to the employee's spouse

- Spouse's parents or step-parents
- Spouse's siblings or step-siblings
- Spouse's children
- Spouse's grandparents
- Spouse's grandchildren
- Spouse's aunts or uncles
- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

The following "family members" are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

LETTER OF UNDERSTANDING 1

EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the Employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the Employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding.

LETTER OF UNDERSTANDING 2

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

LETTER OF UNDERSTANDING 3

EXPEDITED ARBITRATION

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available to hear the grievance within thirty (30) calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

LETTER OF UNDERSTANDING 4

WORKING COMMITTEE ON SECONDARY SCALES

1. Committee Mandate

The Employer and the Union agree to participate in a joint committee (the “Committee”), with a mandate to:

Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

2. Application

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

3. Exceptions and Additions

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement. (For example, substitutes, continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7).
- ii. Any other regular faculty groups that the parties mutually agree.

4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular faculty employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

Base Pay Formula and Conditions:

a) The standard for base pay is calculated by the following formula:

$\frac{S * D * P}{Y}$ where:

S is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.

D is the number of days in the appointment period.

P is the percentage of full-time work during the appointment period.

Y is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be $\$72,340 \times 80 \text{ days} \times 0.25$ divided by 261 = \$5,543.30

Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: $\$72,340 \times 40 \text{ days} \times 0.50$ divided by 261 = \$5,543.30

- b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.
- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

5. Costing Criteria:

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) for costing purposes. Where the data is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

6. Committee Composition

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and
- Four (4) Union Representatives.

Costs for leaves and expenses to be borne by each party.

7. Timelines

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

Common Agreement Negotiating Committees

2019-2022

For the Employers:

Michael Madill, Spokesperson, Post-Secondary Employers' Association (PSEA)
Barb Severyn, Camosun College
Brian Bonia, Coast Mountain College
Fred Alaggia, College of New Caledonia
Gary Leier, College of the Rockies
Ken Crewe, North Island College
Linda Heska, Okanagan College
David Feldman, Selkirk College

For the Unions:

Bob Davis, Co-Chair, FPSE
Leslie Molnar, Co-Chair, FPSE
Lesley Burke O'Flynn, Spokesperson, FPSE Staff

Representatives of Participating Unions

Kelly Pitman, CCFA, FPSE Local 12
Sheree Ronaasen, AWU/CUPE 2409, FPSE Local 11
Jan Mastromatteo, FACNC, FPSE Local 3
Ben Heyde, CORFA, FPSE Local 6
Janis Almond, NICFA, FPSE Local 16
Bob Groves, OCFA, FPSE Local 9
Victor Villa, SCFA, FPSE Local 10

CCFA COLLECTIVE AGREEMENT



2022 – 2025