

COLLECTIVE AGREEMENT

between

CAMOSUN COLLEGE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Part of Local No. 701**

Effective from April 1, 2019 to March 31, 2022

TABLE OF CONTENTS

Definitions	9
ARTICLE 1— APPOINTMENTS TO FACULTY	10
1.1 Initial Appointments	10
1.2 Term Appointments	10
1.3 Continuing Appointments	10
1.4 Correspondence	11
1.5 Hiring Consultation	11
1.6 The College and Union to Acquaint New Employees	11
1.7 Vocational Trades Program	11
ARTICLE 2 — TERMINATION OF APPOINTMENT	12
2.1 Term Appointments	12
2.2 Resignation.....	12
2.3 Probation.....	12
2.4 Dismissal, Suspension, and Discipline Burden of Proof	12
2.5 Dismissal	12
2.6 Suspension	13
2.7 Dismissal and Suspension Grievance	13
2.8 Right to Grieve Other Disciplinary Action	13
ARTICLE 3 — REDUCTION OF STAFF	13
3.1 Notification.....	13
3.2 Role of Seniority.....	13
3.3 Retraining.....	14
3.4 Appeal	14
3.5 Severance Pay and Reappointment	14
ARTICLE 4 — PLACEMENT ON SCALE	16
4.1 Initial Placement	16
4.2 Salary Range	17
4.3 Request for Review	18
4.4 Payment of Salaries	18
4.5 Substitute Teachers	18
ARTICLE 5 — INCREMENTS	19
5.1 Advanced Placement (see also Appendix D)	19

5.2	Increments for Service.....	19
5.3	Change of Qualifications	19
ARTICLE 6 — CHAIR/PROGRAM LEADER		20
6.1	Stipend	20
6.2	Change of Stipend	20
6.3	Duties of Chairs and Program Leaders.....	20
6.4	Complement of Chairs and Program Leaders.....	20
6.5	Appointment of Chairs.....	21
6.6	Term of Office of Chairs	21
6.7	Qualifications of Chairs	21
ARTICLE 7 — WORKING CONDITIONS		21
7.1	Workload	21
7.2	Annual Contact Hours	22
7.3	Non-Contact Days	22
7.4	Class Size.....	23
7.5	Work Schedule	23
7.6	Schedule	23
7.7	Non-Teaching Employees and Non-Teaching Duties.....	23
7.8	Continuing Education Programming	23
7.9	Preparation Time	24
ARTICLE 8 — ANNUAL VACATION.....		24
8.1	Entitlement Continuing Employees.....	24
8.2	Entitlement Term Employees.....	25
8.3	Sickness.....	25
8.4	Vacation Scheduling.....	26
ARTICLE 9 — PAID HOLIDAYS		26
ARTICLE 10 — PROFESSIONAL DEVELOPMENT		26
10.1	Professional Development Program	26
10.2	Professional Development Fund	27
10.3	Professional Meetings	27
10.4	Unassisted Leave	28
ARTICLE 11 — PUBLIC OR UNION OFFICE		28
11.1	Seek Election	28
11.2	Campaign.....	28

11.3	Leave	28
ARTICLE 12 — COURT APPEARANCES		29
ARTICLE 13 — BEREAVEMENT LEAVE		29
ARTICLE 14 — PARENTAL LEAVE		29
14.1	Maternity Leave	29
14.2	Adoption Leave	30
14.3	Parental Leave	31
14.4	Paternal Leave	31
14.5	Family Illness	32
14.6	Compassionate Leave	32
ARTICLE 15 — SICK LEAVE		32
15.1	Basic	32
15.2	Accumulation	32
15.3	Sick Leave Bank	33
ARTICLE 16 — WORKER’S COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY		34
16.1	Workers' Compensation Board	34
16.2	Occupational Health and Safety	34
ARTICLE 17 — BENEFITS		37
17.1	Benefit Information	37
17.2	Medical Services	37
17.3	Dental Plan	37
17.4	Group Life	38
17.5	Disability Plan	38
17.6	Employee Assistance Program	38
17.7	Coverage for Part-Time and Term Appointments	39
17.8	Professional Fees	39
ARTICLE 18 — RETIREMENT		39
18.1	Early Retirement	39
18.2	Early Retirement Incentive	39

ARTICLE 19 — PARKING	40
ARTICLE 20 — INDEMNITY	40
ARTICLE 21 — RESOLUTION OF DISPUTES	40
21.1 Union Representation	40
21.2 Grievance Procedure	41
21.3 Step 1	41
21.4 Step 2	41
21.5 Time Limit to File to Arbitration	42
21.6 Administrative Provisions	42
21.7 Single Arbitrator	42
21.8 Single Arbitrator Procedure	42
21.9 Decision of Arbitrator	42
21.10 Disagreement on Decision	43
21.11 Expenses of Arbitrator	43
21.12 Deviation from Grievance Procedure	43
21.13 Policy Grievance	43
21.14 Technical Objections to Grievances	43
21.15 Effective Date of Settlements	44
21.16 Amending Time Limits	44
ARTICLE 22 — UNION MEMBERSHIP AND DUES	44
22.1 Bargaining Unit Definition	44
22.2 Membership	44
22.3 Union Recognition and Rights	44
22.4 Dues	44
ARTICLE 23 — UNION RIGHTS	45
23.1 Individual Agreements	45
23.2 Fair Treatment	45
23.3 Leave for Union Business	45
23.4 Picket Lines	46
ARTICLE 24 — SAFEGUARD AGAINST SALARY REDUCTIONS	46
ARTICLE 25 — USE OF TERMS	46
ARTICLE 26 — EMPLOYEE APPRAISAL	46
26.1 Evaluation Reports	46

26.2	Distribution	47
26.3	Personnel Files	47
ARTICLE 27 — TECHNOLOGICAL CHANGE		47
ARTICLE 28 — SENIORITY		48
28.1	Accumulation of Seniority	48
28.2	Loss of Seniority	49
ARTICLE 29 — POST RETIREMENT EMPLOYMENT		49
ARTICLE 30 — COPIES OF COLLECTIVE AGREEMENT		50
ARTICLE 31 — TERM OF AGREEMENT		50
31.1	Term	50
31.2	Extension of Anniversary Date	51
31.3	Revisions to Agreement	51
APPENDIX A		52
STANDARDS AND ETHICS COMMITTEE		52
APPENDIX B		53
PROVINCIAL SALARY SCALE INCLUDING 2% STIPEND		53
APPENDIX C		54
REDUCTION IN STAFF FLOWCHART		54
FLOWCHART ACTIVITY DESCRIPTION		54
APPENDIX D		56
ADVANCED PLACEMENT		56
LETTER OF UNDERSTANDING #1		57
Re: Family Illness (Clause 14.5) Compassionate Leave (Clause 14.6) and Sick Bank Donations (Clause 15.3)		57
LETTER OF UNDERSTANDING #2		58
Re: Principles of Agreement for the Implementation of Article 6 – Common Agreement (Regularization) between Camosun College and BCGEU Vocational Instructors: Regularization		58
LETTER OF UNDERSTANDING #3		60
Re: Article 14 – Maternity and Parental Leave and regarding Supplemental Employment Benefit Plan for Maternity and Parental Leave		60

LETTER OF UNDERSTANDING #4 (NEW)	62
Re: BCGEU Labour Management Committee.....	62
LETTER OF UNDERSTANDING #5 (NEW)	64
Re: Service Enhancement Fund	64
LETTER OF UNDERSTANDING #6 (NEW)	66
Re: Maternity and Parental Leave.....	66
LETTER OF UNDERSTANDING #7 (NEW)	67
Re: Article 17.2	67

THIS AGREEMENT made and entered into on April 1, 2019 to March 31, 2022.

BETWEEN THE:

CAMOSUN COLLEGE
(hereinafter called the "College")

OF THE FIRST PART

AND THE:

B.C. GOVERNMENT AND SERVICE EMPLOYEE'S UNION
part of LOCAL 701, CAMOSUN COLLEGE BARGAINING UNIT
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS Camosun College is an employer within the meaning of the Labour Code of *British Columbia Act*:

AND WHEREAS the B.C. Government and Service Employees' Union is the certified bargaining agent for Vocational Instructors 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:

DEFINITIONS

For the purpose of this agreement:

- (a) “Appointment” means a written offer of employment,
 - (i) “Continuing” means an appointment for an unspecified period of time without an identified termination date;
 - (ii) “Term” means an appointment for a specified period of time with an identified termination date.
- (b) “Bargaining Unit Chair” means the elected Camosun representative of the BCGEU, Local 701.
- (c) “College” means Camosun College including all campuses.
- (d) “Local Area Office” means: BCGEU
2994 Douglas Street
Victoria, BC V8T 4N4
- (e) “Personnel Files” means all employee records maintained by the Human Resources Department.
- (f) “President of the Union” means the President of the B.C. Government and Service Employees’ Union.
- (g) “Probation” means the period of probation of two (2) full time equivalent years to which employees are subject.
- (h) “Union Representative” means a Union member elected by its membership to act on behalf of the bargaining unit, or a Staff Representative.

ARTICLE 1— APPOINTMENTS TO FACULTY

1.1 Initial Appointments

- (a) An offer of an appointment has been made to the successful applicant when it is given in writing and signed by the appropriate Dean. An employee will normally not commence service at the College until the employee has accepted in writing the employee's offer of appointment.
- (b) Initial appointments may be term (full-time or part-time) or continuing (full-time or part-time - over 50%). Appointments will be subject to a probationary period for the equivalent of two (2) years.
- (c) Whenever possible, the offer of appointment shall be made at least two weeks prior to the date of commencement of appointment. This clause shall not apply to appointment of substitute instructors.
- (d) The College will ensure that the Union is fully aware of the criteria and procedures for salary placement.

1.2 Term Appointments

Specified Term Appointments shall be made:

- (a) to replace faculty on leave; or
- (b) to staff instructional programs or projects which are controlled or funded outside the regular operating budget of the College; or
- (c) for faculty positions providing less than fifty percent (50%) annual workload. This provision shall not apply to continuous contracts which are reduced below fifty percent (50%), by application of Clause 3, reduction of staff.

Subject to Clauses 3.2 and 3.3 service accumulated during term appointments shall be credited toward the probationary period, seniority, and all other benefits for which the employee is eligible.

1.3 Continuing Appointments

- (a) A full-time faculty member shall not be converted involuntarily to part-time without mutual agreement among the member, the Union and the College. A full-time faculty member assigned to a continuing part-time contract will maintain accumulated seniority and shall continue to accrue seniority on a prorated basis.

- (b) In the event that a full-time faculty member who has voluntarily converted to continuing part-time wishes to revert to a full-time appointment the faculty member can only do so if there is a full-time vacancy in the area of the faculty member's expertise or if there was an agreement made specifying the years of part-time employment prior to the member becoming part-time.

1.4 Correspondence

The Union shall receive a copy of each letter of appointment.

1.5 Hiring Consultation

- (a) Faculty members of the respective department shall be consulted in the selection of all new faculty.
- (b) Normally a committee shall be formed to select a qualified candidate. The committee is responsible for screening applicants, short listing applicants, interviewing applicants and making a hiring recommendation to the appropriate Dean.
- (c) Normally the committee shall include the following:
 - (i) the appropriate Chair;
 - (ii) at least two (2) faculty members from the department/functional area where the vacancy exists;
 - (iii) the appropriate Dean or designate; and
 - (iv) such other representation deemed appropriate by the College.
- (d) In the event of a creation of a new department, continuing faculty members in a related department, if any exist, shall be consulted in the selection of new faculty.

1.6 The College and Union to Acquaint New Employees

The College and Union agree to acquaint new employees with the fact that a Collective Agreement is in effect. The College will be responsible for providing an orientation session for new employees and will invite a Union representative to participate. The Union will be responsible for informing the new employee of the name and location of the employee's Union representative.

1.7 Vocational Trades Program

All programs leading to qualifications in skilled trades, certified trades, designated vocational trades programs or technical trades shall be deemed to be vocational trades

programs. All faculty engaged in instruction, supervision, evaluation, interpretation or development of such technical course content or material shall be members of the BCGEU, part of Local 701, Camosun College Bargaining Unit, and possess qualifications as outlined in Clause 4.1 of this Collective Agreement.

ARTICLE 2 — TERMINATION OF APPOINTMENT

2.1 Term Appointments

Term Appointments shall terminate automatically, without notification, on the date specified in the letter of appointment.

2.2 Resignation

Employees will give the College 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. The notice will normally be at least one month.

2.3 Probation

- (a) The probation period shall be for the equivalent of two (2) years.
- (b) An employee, while on probation, may be terminated for unsatisfactory performance at any time providing the employee has been evaluated in a fair and reasonable manner according to the standards and procedures accepted within the School. The employee shall be informed of these evaluation standards and procedures at the commencement of the employee's employment. In lieu of notice, severance pay equivalent to two (2) weeks salary will be provided. Such termination is subject to appeal through the dispute and grievance procedure only if it is alleged that the provisions for evaluation have not been implemented as prescribed in this clause. The College shall specify, in writing, the reasons for the termination.

2.4 Dismissal, Suspension, and Discipline Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the College.

2.5 Dismissal

The President of the College, or designate as specifically authorized by the President, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

2.6 Suspension

The President of the College, or designate as specifically authorized by the President, may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

2.7 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Clause 21 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) working days of the action being taken.

2.8 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include letters of reprimand, and written adverse reports. As well, performance evaluations are grievable by the employee as per Article 26. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, the employee shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

ARTICLE 3 — REDUCTION OF STAFF

3.1 Notification

When a reduction of staff is necessary due to changes in enrolment, the deletion of a program, technological changes, or budgetary reasons, an employee shall be entitled to at least four (4) months notice, excluding annual holidays. (See Flowchart Appendix C)

In the event that the President approves termination of an appointment for reasons of reductions in staff, the Employer shall inform the individual at least one (1) month prior to issuing the layoff notice. The notice period shall be calculated from the date that the President issues the layoff notice. The Board shall be informed of any termination resulting from a layoff notice.

3.2 Role of Seniority

A reduction in force shall be based on seniority within a department, discipline or specialty,

provided that the senior staff have appropriate qualifications and are providing satisfactory service.

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 time of reduction of staff.

3.3 Retraining

- (a) An employee who is terminated for reason of reduction of staff, who is not judged to be qualified to transfer to another position as provided in Clause 3.2, and who has served the College for at least five (5) years shall receive paid leave of up to eight (8) months, in order to qualify for an available position at the College. An available position is one which, at the time the reduction in staff is given, is currently unfilled 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 3.5 shall apply.
- (b) When retraining is not practicable, and to facilitate early retirement of employees between the ages of 55 and 64 years, an employee shall be granted either severance pay in accordance with Clause 3.5(b), in addition to other retirement benefits, or early retirement incentive in accordance with Clause 18.2. In no case will both clauses be applied.
- (c) 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 professional development time provided in Clause 10 for approved professional development, with no loss of income benefits or seniority.

3.4 Appeal

In the event that an employee who has received a notice of reduction of staff wishes to grieve their selection based on seniority, the employee may do so in accordance with the provisions of Clause 21.

3.5 Severance Pay and Reappointment

Any continuing employee, laid off for reasons of reductions in staff, who has not received alternate placement under Clauses 3.2 or 3.3, may select either alternative (a) or (b) below:

(a) Reappointment:

An employee with five (5) years of service or less shall be placed on a reappointment list for one (1) year. An employee with more than five (5) years of service shall be placed on a reappointment list for two (2) years. Reappointment shall be based on seniority within the department, discipline or specialty. An employee may, at any time while on the list or at the expiry of being on the list other than for reasons of reemployment into a continuing position, apply to the College to receive a severance payment in accordance with 3.5(b). An employee who elects the severance pay is deemed to have resigned and forfeits any further entitlement to reappointment under this clause.

(b) Severance Pay:

An employee shall receive pay calculated as one-half ($\frac{1}{2}$) of one (1) month's salary, based on the full monthly salary for the employee's step placement established by the Salary Scale currently in effect, for each fulltime equivalent year of service to the College, to a maximum of six (6) months of salary.

Severance pay will be paid on the employee's final day of work and will not be considered employment for either College or statutory benefits. An employee who elects the severance pay alternative is no longer eligible for the conditions provided in Clause 3.5(a).

Where this clause is applied, Clause 3.3(c) may not also be applied.

Should an employee be reemployed on a continuing contract before the expiration date of the period of time from the layoff date equivalent to that paid as severance pay, the employee shall reimburse the College for the remaining balance of the severance pay within a mutually agreed period of time after the commencement of the new appointment. The amount to be repaid shall be based on the net amount received by the individual, or the gross amount less any taxes required to be paid by the employee as a result of removal of the funds from a registered savings plan where the funds were paid directly to a plan.

If an employee is rehired on a continuing contract and subsequently is laid off again, the employee will only be eligible to receive the portion of the original severance pay that was repaid to the College plus any additional severance pay earned through the current appointment.

- (c) A faculty member who declines a reduction in assignment from fulltime to parttime will be covered by this Clause and will have the same options as a faculty member whose employment in the faculty member's assigned position is to be terminated due to a reduction in staff.
- (d) This acceptance of severance pay by an employee shall not prejudice the employee's opportunity of future employment at the College.

ARTICLE 4 — PLACEMENT ON SCALE

4.1 Initial Placement

Initial placement on the salary scale shall be based on qualifications and advanced in recognition of work and teaching experience:

- (a) Qualifications
 - (1) For an employee holding a degree from a recognized university at the Bachelor's level, or a combination of university, college, or other training deemed to be equivalent and relevant to the employee's field of expertise initial placement will be Step 11 with a maximum placement of Step 6.
 - (2) For an employee holding a master's degree; equivalent professional certification; journey person's certificate; or professional qualifications such as a registered nurse, which is directly relevant to the discipline area in which the employee will teach initial placement will be Step 10 with a maximum placement of Step 3.
- (b) Application Principles
 - (1) Employees who have a maximum placement of Step 3 shall progress from Step 3 to Step 2A on their increment date.
 - (2) Employees who qualify for advanced placement under Article 5.1 or Article 4.1(d) while at, or prior to reaching, Step 3 of the new scale shall progress from Step 3 to Step 2 and then to Step 1.
 - (3) Employees who qualify for advanced placement under Article 5.1 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1.
 - (4) Employees who reach Step 2 on the new salary scale shall progress to Step 1 on their increment date.

(c) Recognition for Work and Teaching Experience

For initial placement on scale the following experience shall be recognized by granting one (1) increment on the basic scale for:

- (1) each year of teaching or relevant work experience in a college, technical institute or vocational school.
- (2) each year of teaching or relevant work experience in a secondary school or university to a maximum of eight (8) years (8 steps).
- (3) two (2) years of relevant work experience in other than a college-type setting, for experience beyond that required to qualify for initial placement, to a maximum of ten (10) years (5 steps). (For initial placement in the School of Trades and Technology all other qualifications being equal, preference will be given to applicants who have supervisory work experience after receiving journey person or equivalent certification.)

(d) Recognition of Additional Education

Additional Education, beyond the study leading to the degree or certification credited to meet the minimum requirements in Clause 4.1(a), will advance both initial and maximum placement by one (1) step for each of the following, but not beyond step 2:

- (1) the completion of an additional relevant degree at the bachelor's level or the master's level at a recognized university;
- (2) successful completion of one (1) year of relevant advanced study beyond any degrees or completion of professional certification equivalent to a year of relevant advanced study;
- (3) the completion of an Instructor's Diploma, teaching certificate, or the equivalent of at least one (1) year of professional education courses whether taken for credit or not.

Further increments will not be awarded under Article 5, Clause 5.1 for a single program of study.

4.2 Salary Range

The salary range shall be as shown on the grid in Appendix A of the Provincial Common Agreement.

4.3 Request for Review

- (a) The College will provide employees with a copy of the worksheet used in determining salary placement.
- (b) 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.
- (c) Where the College wishes to attract specialized personnel, the Union and the College shall negotiate appropriate placement salary.

4.4 Payment of Salaries

Paydays shall be bi-weekly (every second Friday).

4.5 Substitute Teachers

- (a) Wherever possible the College will provide for substitute instructors to replace instructors who are absent as a result of illness or other emergency.
- (b) The procedure for recruiting, determining suitability, and assigning substitutes shall be developed by the Dean/Associate Dean, in consultation with their Chairs.
- (c) Substitute instructors shall be paid on an hourly rate teaching equivalent to Step 7 or the step at which they were last placed at the College if they have been previously employed by the College.
- (d) Substitute instructors working ten (10) consecutive working days or less shall be paid on submission of time sheets, will pay Union dues and will be entitled to representation by the Union on issues resulting in grievance, but shall receive only statutory benefits. Substitute instructors working more than ten (10) consecutive working days shall receive a term appointment from the start of such employment.

- (e) Whenever a faculty member is unable to meet a scheduled class, the faculty member shall inform the Department Chair. In the event that the Department Chair is not available, the Program Leader from the applicable specialty shall be informed. Only the Dean/Associate Dean or their designee will cancel a class, and will inform students on any cancellations.

ARTICLE 5 — INCREMENTS

5.1 Advanced Placement (see also Appendix D)

Current and maximum placement will be advanced one (1) step for each of the following, but not beyond Step 1:

- (a) the completion of an additional degree at the bachelor's level or the master's level at a recognized university;
- (b) successful completion of one (1) year of relevant advanced study beyond any degrees or completion of professional certification equivalent to a year of relevant advanced study;
- (c) the completion of an Instructor's Diploma, teaching certificate, or the equivalent of at least one (1) year of professional education courses, in addition to or aside from those required for the qualifications recognized for initial placement, whether taken for credit or not.

5.2 Increments for Service

For each full- time equivalent year of service to the College, an employee is entitled to one (1) increment on the basic salary scale until the employee reaches the maximum for the employee's category. The increment date shall be the first day of the pay period following the date on which the employee became eligible for the increment.

5.3 Change of Qualifications

An employee who becomes entitled to an increment under this clause by reason of a change in qualifications shall provide Human Resources documentation satisfactory to the appropriate Dean in support of the employee's claim. The increase shall be retroactive to the date of the change in qualifications, providing it does not exceed three (3) months. Human Resources shall inform the member in writing of the employee's new step placement and maximum placement.

ARTICLE 6 — CHAIR/PROGRAM LEADER

6.1 Stipend

Chairs/Program Leaders shall be entitled to an administrative stipend. When it is deemed necessary to appoint an acting Chair/Program Leader, the acting Chair/Program Leader will also receive an amount equal to the amount of the stipend that the Chair/Program Leader receives.

6.2 Change of Stipend

The amount of the stipend shall be subject to the same percent change as is the basic salary scales on April 1st of each year.

6.3 Duties of Chairs and Program Leaders

The duties and responsibilities of the positions shall be established by the Vice President, Education on the recommendation of the respective Dean(s) following consultation with faculty members of the respective department(s) and such information shall be made available to all prospective applicants.

6.4 Complement of Chairs and Program Leaders

A Chair may be appointed for each department as defined by the College. Each Chair shall have a reduced teaching load established from time to time by the Dean and Vice President in consultation with the Chair. Where a program specialty, other than that represented by the Chair, is identified by the College within a department, a Program Leader may be appointed to assist in such administrative duties as scheduling, purchasing, advisory committees, etc.

In a program specialty where only one (1) instructor is employed, that Program Leader shall receive one-third (1/3) of the Chair's stipend as compensation for the additional administrative workload. In program areas where two (2) or more fulltime equivalent instructors are employed on a continuous basis, the Program Leader shall receive two-thirds (2/3) of a Chair's stipend as compensation for the additional administrative workload.

In program areas employing three (3) or more FTE instructors, the Program Leader may be given some release time for administrative duties at the discretion of the Dean.

In no instance may a Chair receive both a Chair's stipend and a Program Leader's stipend simultaneously.

The Program Leader will normally be the program member having the greatest seniority, but the College may appoint another member if special expertise or other situations indicate.

6.5 Appointment of Chairs

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. Selection procedures shall provide for adequate consultation with faculty from the department(s). Where more than one internal candidate exists, a selection committee shall be formed to make recommendations to the Dean. Normally, the selection committee shall include the appropriate Dean and three (3) faculty members from the department/functional area involved. If the position covers a multi-discipline department/functional area then faculty from each specialty shall have representation on the selection committee.

6.6 Term of Office of Chairs

The term of office shall be three (3) years, subject to successful evaluation, with the position being declared vacant and posted for two (2) months prior to the end of the three (3) year term. Midterm evaluation of the Chair will occur and supplementary evaluations will also be conducted upon a request of the majority of employees within the department.

6.7 Qualifications of Chairs

Instructors in the department(s) shall be given first preference for this position, and in any event, wherever possible, the candidate will be a qualified instructor in at least one (1) discipline in that department's area(s) of expertise.

ARTICLE 7 — WORKING CONDITIONS

7.1 Workload

An employee's assignment shall be outlined in writing at the beginning of an appropriate time block and shall be determined by the employee, the employee's Chair and the employee's Dean, working together to consider each of the following factors:

- (a) class size;
- (b) nature of course;
- (c) number of different courses;

- (d) support staff;
- (e) marking;
- (f) office hours;
- (g) committee involvement;
- (h) nonteaching 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.

When the employee, Chair and Dean determine that agreement cannot be reached on workload, the matter will first be discussed with the Vice President, Education and, if not resolved, will be referred to a Workload Review Committee, comprising three (3) faculty appointed annually by the Union, and three (3) administrators appointed by the Vice President, Education. (Should one of the committee members be involved in the issue, an alternate will be appointed.) A majority decision of the Committee shall constitute the resolution of the matter.

7.2 Annual Contact Hours

Effective April 1, 1990 the allocation of instructional faculty to a discipline or department shall be determined by dividing the number of planned and funded class training days by 181. The Dean and faculty, working together, shall determine the number of hours per week of instruction for each instructor, and the method of delivery and scheduling which provides effectively for student learning within available resources. Personnel required for coordination, new program development and special projects will be provided in addition to those required for instruction, as resources permit.

7.3 Non-Contact Days

Continuing employees and term employees with appointments of one (1) continuous year or longer shall be eligible for non-contact days. An instructional year consists of two hundred and four (204) working days (261 days less 12 statutory holidays, less 45 days of vacation). The standard for calculating non-contact days is based on the number of instructional (contact) days in a fiscal year. An employee who instructs one hundred and eighty-one (181) days at thirty (30) contact hours per week will be entitled to twenty-three (23) six (6) hour days of non-contact.

For those employees instructing less than one hundred and eighty-one (181) six (6) hour days or less than thirty (30) hours per week, non-contact time will be equal to the number of contact hours worked beyond twenty-six and one-half (26½) in a week. If a teaching schedule fluctuates above and below twenty-six and one-half (26½) contact hours in a

week, the accumulation of non-contact time will also fluctuate accordingly.

An instructor is expected to be engaged in College work, including departmental meetings, or on tasks clearly in support of the instructor's program on non-contact days.

7.4 Class Size

Class size for vocational instructors in shops will not normally exceed sixteen (16). In specified programs, related to entry level and pre-employment programs, class sizes of eighteen (18) may be scheduled. In continuous entry programs, where low enrolments have been recorded, class sizes of twenty (20) may be scheduled. Where an instructor's class size is to be increased, the maximum class size will be determined through consultation between the instructor and the Dean and will be subject to review as outlined in Clause 7.1.

To facilitate the implementation of reduced student contact hours for vocational instructors, an instructor may be required to provide classroom instruction to large groups of students, all of whom are at the same level of training, to a maximum of twice the instructor's normal class size. The increased class size and lecture situation will be reflected in the instructor's own workload.

7.5 Work Schedule

The hours of work for instructors will be scheduled sequentially and may only be changed by mutual consent.

7.6 Schedule

- (a) An employee initially hired to work first shift only shall not be assigned second and third shift except by mutual agreement.
- (b) The scheduling of an instructor on shift shall be arranged by the Chair with consideration being given to the senior instructor for the first shift.

7.7 Non-Teaching Employees and Non-Teaching Duties

Non-teaching employees shall establish a workload in the same manner as instructors. Qualified employees may be assigned teaching and/or non-teaching duties to meet the varying needs of the College.

7.8 Continuing Education Programming

When a continuing education course is offered in a discipline or specialty area in which qualified employees covered by this agreement are instructing in the credit/funded programs, such employees shall be given the first opportunity to teach the course. If the

opportunity is not accepted, the offer need not be repeated until the instructor hired in the first instance is to be replaced, or additional sections added unless special provision has been made at the time of first refusal.

When an employee has a shortfall in workload, continuing education courses/contracts may be offered to bring an employee's annual workload to one hundred percent (100%). The appropriate Dean and Coordinator shall jointly determine the employee's qualifications and the appropriateness of the available continuing education courses and contracts. Such instruction of continuing education courses will be considered part of the instructor's annual workload and no additional salary will be paid.

When an employee is carrying a full instructional load, instruction for continuing education courses in the employee's related discipline shall be reimbursed at a salary equivalent to the employee's salary on the current BCGEU Local 701 (Camosun College Instructors) salary scale. Where programming constraints exist this salary rate may be adjusted by negotiations between the Coordinator and the instructor.

7.9 Preparation Time

Whenever possible the College shall provide for new employees at least two (2) weeks preparation time in advance of assuming a full teaching load. This includes term appointments of four (4) months duration or longer. A new employee is defined as one having no previous teaching experience.

Whenever possible the College shall provide one (1) day of advance preparation time for each instruction week of a course, up to a maximum of fifteen (15) days, for the development of a new course for which no course material is available.

ARTICLE 8 — ANNUAL VACATION

8.1 Entitlement Continuing Employees

- (a) An employee shall have an annual vacation entitlement of forty-five (45) working days. The three (3) non-teaching days between Christmas and New Year's shall be part of the annual vacation entitlement. Upon approval of an employee's application, the days between Christmas and New Year's may be scheduled as working days and the three (3) days of vacation rescheduled to an alternate convenient time.

An employee will be able to carry over ten (10) days in any given year. Under special circumstances an employee may carry over additional days upon written approval of the Dean. For the purposes of calculation, it will be assumed that vacation adjustment occur on September 1st of each year. The scheduling of annual vacations shall be carried out by a group of

employees, their Chair and their Dean, working together to consider the instructional needs of the College and the interests of the employees.

Decisions shall be subject to appeal to the joint BCGEU Labour Management Committee. Vacation credit will be based on the anniversary of employment.

- (b) Fulltime employees on continuing appointments may take at least four (4) weeks of their annual vacation entitlement at a mutually acceptable time during the months of July and August.
- (c) Vacation for part-time employees whose appointment includes a vacation period will be determined in the same manner as vacation for full-time employees with a base of 45 days and salary during the vacation prorated in the same manner as salary during the period of work.
- (d) Vacations, once approved by the College, shall not be changed except by mutual agreement between employee and College.

8.2 Entitlement Term Employees

Term employees working more than twenty-six and one-half (26½) contact hours per week and who do not receive vacation time off during their appointment shall receive payment of eighteen percent (18%) of the gross salary during each pay period for the period of appointment in lieu of non-contact time and vacation.

Term employees working more than twenty-six and one-half (26½) contact hours per week, who do not receive vacation time off during their appointment, and who are working as a result of being recalled under Clause 3.5(a) shall be entitled to non-contact time in accordance with Clause 7.3 as well as payment of sixteen and eight tenths percent (16.8%) of the gross salary during each pay period for the period of appointment as vacation pay.

Term employees working twenty-six and one-half (26½) contact hours or less per week and who do not receive vacation time off during their appointment shall receive payment of sixteen and eight tenths percent (16.8%) of the gross salary during each pay period for the period of appointment as vacation pay.

8.3 Sickness

In the event that an employee requires hospitalization or is seriously ill during the employee's 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, provided the sick bank is not used. The employee must inform the College of the claim within one (1) week of returning to work.

8.4 Vacation Scheduling

An employee appointed to a contract of one (1) year or more shall determine, as specified under Clause 8.1, a vacation plan. 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 overused vacation entitlement will be made to the employee's final pay.

ARTICLE 9 — PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada 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.

ARTICLE 10 — PROFESSIONAL DEVELOPMENT

10.1 Professional Development Program

The professional development program of the College shall include:

- (a) on campus in-service seminars or courses, including continuing education courses directly related to the employee's discipline. Employees would apply for funding through Professional Development Fund;
- (b) non-teaching duty days (up to two (2) months) to be used for approved professional development projects;
- (c) short-term (up to two (2) months) releases from teaching or other professional duties for approved industrial liaison and professional development projects;

- (d) extended (up to one (1) year) leave for employees having a continuing appointment at part or full salary;
- (e) an exchange program whereby an employee may for one (1) year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increment and in all respects continue as an employee of Camosun College;
- (f) a continuing employee shall be given eight (8) days of release time each year from normal duties for an approved professional development activity. Professional development release time may be banked, upon approval by the Dean, for use in a larger block to a maximum of forty (40) days. An employee may not use any accumulated professional development release time in the twelve (12) months prior to retirement unless initiated by the College. Professional development release time carries no cash value for employees who leave the College for any reason. An employee who is recalled to a continuing position shall have their professional development accumulation, that was remaining at the time of the employee's layoff, reinstated.

10.2 Professional Development Fund

A budget item equal to one-half (½) of one (1) percent of employees' salaries shall be set aside annually to be used to:

- (a) pay employees granted leave at part or full salary under items Clauses 10.1(c) and (d);
- (b) supplement outside funds and/or cover a portion of the non-salary costs associated with approved programs, including exchanges.

The Standards and Ethics Committee shall receive and review all requests for use of professional development funds and shall direct the Director of Finance in the allocation of the funds. The Committee shall establish guidelines for administration of the professional development program subject to College policy and guidelines for funding limits and reporting procedures.

10.3 Professional Meetings

- (a) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Convention or upon consultation with the employee's Dean up to two (2) days per annum leave with pay to attend the annual meetings of other registered professional associations.

- (b) Faculty will be able to attend scheduled divisional and employee organization meetings. These meetings will normally be scheduled to commence at 3:00 p.m.

10.4 Unassisted Leave

Unless the request creates operational problems for the College, the College will grant an employee unassisted leave for a period of up to one year. Such a leave will be for any purpose deemed justifiable by the employee. If this leave involves experience of particular value to the College, such as industrial or business experience which does not lead to a change of placement on scale, the employee will receive an increment and accrue seniority during the employee's absence providing these have been approved by the Vice President in writing prior to the commencement of the leave. Such approval will be conditional upon the leave being used essentially as planned. Under special circumstances a leave may be extended to a total of two (2) years. Since an employee's annual vacation and other benefits and entitlements will be reduced as a result of the unassisted leave, arrangements for any adjustments must be approved by the Dean before the leave begins.

ARTICLE 11 — PUBLIC OR UNION OFFICE

11.1 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.

11.2 Campaign

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

11.3 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 fulltime 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.

ARTICLE 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 College.

ARTICLE 13 — BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to leave, at the employee's regular rate of pay, from the date of death with, if necessary, allowance for immediate return traveling time. Such leave shall normally not exceed five (5) working days.
- (b) "Immediate family" includes spouse, children, children's spouse, step child, step child in law, siblings, parents, parents in law, step parents, step parents in law, grand parents, grand parents in law, grand children, nieces and nephews and any other person living in the same household who is dependent on the employee.

ARTICLE 14 — PARENTAL LEAVE

14.1 Maternity Leave

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. 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 reinstated in all respects by the College to the employee's former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (b) The College shall not deny a pregnant employee the right to continue employment during the period of pregnancy when the employee's duties can reasonably be performed. The College may require proof of the employee's capability to perform the employee's normal work through the production of a medical certificate.
- (c) Maternity leave shall cover a period up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer

period of maternity leave is required for the employee's health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

- (d) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (e) To a maximum of six (6) months, while on maternity leave, an employee shall retain and accumulate their full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (f) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and the College, where the employee elects to continue in the plan, shall continue to make payment to the plan in the same manner as if the employee were not absent.
- (g) While on unpaid maternity leave, an employee may access paid sick leave entitlements upon presentation of a medical certificate from a qualified medical practitioner.

14.2 Adoption Leave

- (a) Upon request and furnishing proof of adoption, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. On return from adoption leave the employee shall be reinstated in all respects by the College to the employee's former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (b) General leave may be granted where additional leave is required because of the health of the child.
- (c) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (d) For a maximum of six (6) months, while on adoption leave, an employee shall retain and accumulate their full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (e) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the

same manner as if the employee was not absent.

14.3 Parental Leave

- (a) Upon four (4) weeks written notice and submission of a medical certificate, an employee is entitled to a leave of absence without pay, and with continued accrual of seniority, sick leave, vacation and professional development provisions, for up to twelve (12) weeks for the mother and up to six (6) months for the father, in order to spend time with a new child.
- (b) The leave must begin:
 - (1) for the mother following eighteen (18) weeks of maternity leave under Clause 14.1;
 - (2) for the father within fifty-two (52) weeks of the child's date of birth.
- (c) Where the newborn child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee shall be entitled to an additional period of parental leave of up to five (5) weeks.
- (d) On return from parental leave the employee shall be reinstated in all respects by the College to the employee's former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (e) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (f) For a maximum of six (6) months, while on parental leave, an employee shall retain and accumulate their full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (g) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the same manner as if the employee were not absent.

14.4 Paternal Leave

When necessary an employee shall be entitled to two (2) days paternal leave with pay.

14.5 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 the employee's Dean, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

14.6 Compassionate Leave

In the case of a life threatening emergency within the immediate family that requires an employee's attendance, the employee shall be entitled, after notifying the employee's Dean, to use annual sick leave entitlement up to a maximum of five (5) days at any one time for this purpose.

ARTICLE 15 — SICK LEAVE

15.1 Basic

- (a) An employee is entitled to sick leave at the rate of one and one-half (1½) days per month. An employee having a continuing appointment shall be credited with eighteen (18) days sick leave each year on the first day of April. A newly appointed employee shall be credited, on appointment, with sick leave for the remainder of the fiscal year, i.e. until March 31, at the rate of one and one-half (1½) days per month. A part-time employee is eligible for sick leave on a prorated basis which is calculated at the time it is required.
- (b) Term employees may accumulate and carry forward all unused sick leave to their future contracts when the break between contracts is six (6) months or less. Any break longer than six (6) months will cancel all previous sick leave credits.

15.2 Accumulation

Unused sick leave shall be cumulative to a maximum of two hundred fifty (250) working days and credited to the employee's sick leave account. A statement of cumulated leaves, effective as of April 1st each year, will be available in each division office. Upon retirement, as defined in the *Pension (College) Act*, the employee may either:

- (a) convert the employee's accumulated sick leave to cash on the basis of fifty (50%) percent 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

- (b) use the sick leave to retire early on the basis of fifty (50%) percent of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
- (c) a combination of (a) and (b);
- (d) where an employee retires on less than full pension, the number of days which may be converted under (a), (b) and (c) above shall be actuarially reduced in the same proportion as is the employee's pension;
- (e) deductions shall be made from sick leave entitlements in accordance with the following:
 - (1) all absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) and subject to Clause 16, shall be charged against an employee's sick leave credits;
 - (2) there shall be no charge against an employee's sick leave credit when the employee's absence on account of illness or injury is less than one-half day;
 - (3) where the period of absence on account of illness is more than one-half day but less than one (1) full day, one-half day only shall be charged as sick leave.
- (f) in the event of death, 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.

15.3 Sick Leave Bank

- (a) Each fulltime employee who holds an appointment of one (1) year or longer or a continuing part-time employee having a workload of fifty (50%) percent or more, shall, on April 1 of each year, donate either one-half day's sick leave or one entire day's sick leave from the employee's sick leave entitlement to a sick leave bank, as required, so that there is in the bank a number of days equal to approximately three times the number of such fulltime employees, as determined on that date.
- (b) Only those employees as described in (a) are entitled to draw from the bank.
- (c) An employee who has drawn from the bank may not begin to accumulate sick leave, until the employee has repaid the bank one-third of the amount, reckoned to the nearest multiple of three, which the employee has drawn from the bank.

- (d) An employee who exhausts their sick leave allotment and accumulation shall be entitled to additional days of sick leave only for those days of absence for which a qualified medical practitioner testifies that the employee was unable to attend to the employee's duties at the College.
- (e) All requests for additional sick leave must be submitted in writing. The medical certificate will be submitted to Human Resources which shall determine if the absence is medically supported and the anticipated duration. The request for additional sick leave withdrawal from the sick leave bank (excluding the medical certificate) will be submitted to the Standards and Ethics Committee which will make recommendations to Human Resources on withdrawals from the bank. The Committee may not recommend that an employee receive more days from the bank than are necessary to qualify for Disability Insurance benefits.
- (f) In the event that the bank is exhausted, the Union may levy each employee additional days of sick leave and shall be entitled to deposit such days in the bank.

ARTICLE 16 — WORKER'S COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

16.1 Workers' Compensation Board

The College shall maintain Workers' Compensation Board coverage for all employees.

Where an employee is on a Claim recognized by the Workers' Compensation Board, 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) days for any one claim. Where an employee elects to claim leave with pay under this clause, the compensation payments received by the employee from the Workers' Compensation Board, shall be remitted to the College. There shall be no deduction from an employee's sick leave as a result of this clause.

16.2 Occupational Health and Safety

The BCGEU and the College agree that regulations made pursuant to the Workers' Compensation Act, Hazardous Products Act or any other statute of 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 & Safety Regulation.

All Faculty must attend a WHMIS Educational Seminar provided by the College within the first two months of employment. Faculty handling hazardous materials must attend a

training session within the first two months of employment and prior to handling such materials.

(a) College Joint Occupational Safety and Health Committee

The College agrees to establish and maintain a College safety committee. The Joint Occupational Safety and Health Committee shall be composed of representatives from administration, each Union and each major campus. The BCGEU agrees to support the College in obtaining representatives to serve on the Committee.

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 Committees shall be sent to the BCGEU local area office and the bargaining unit Chair. 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.

Where an employee has acted in accordance with Article 3.12 – Procedure for Refusal of the BC Occupational Health and Safety Regulation, such employee shall not be disciplined for refusal to work on a job which in the opinion of:

- (1) a member of the Joint Occupational Safety and Health Committee;
- (2) a person designated by the Joint Occupational Safety and Health Committee; or
- (3) a Safety Officer,

after an on-site inspection and following discussion with the representative of the College, does not meet the standards established pursuant to the Workers' Compensation Act.

The employee shall return to the job when it is declared by the Joint Occupational Safety and Health Committee to meet the standards.

(b) Injury Pay Provision

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.

(c) Transportation of Accident Victims

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 College.

(d) Investigation of Accidents

The Joint Occupational Safety and Health Committee shall be notified of each accident or injury to College employees engaged in College activities and shall investigate and report to the employees' Union and President on the nature and cause of the accident. In the event of a fatality, the College shall immediately notify the BCGEU local area office and the bargaining unit Chair of the nature and circumstances of the accident.

(e) Occupational First Aid Requirements

- (1) The BCGEU and the College agree that they shall comply with the Occupational First Aid Regulation made pursuant to the Workers' Compensation Act.
- (2) Upon the advice of the Joint Occupational Safety and Health Committee the College shall designate an employee as the First Aid Attendant at each major campus.
- (3) Where the College 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.
- (4) When a member of BCGEU agrees to act as the designated First Aid Attendant at any campus, the member shall receive the stipend that is normally paid by the College to First Aid Attendants.

(f) Safety Courses

- (1) The Joint Occupational Safety and Health Committee will keep itself informed of training programs sponsored by the Workers' Compensation Board or other agencies, and make recommendations

for participation.

- (2) The College agrees that a one (1) day training course will be provided by the BCGEU. The College agrees to pay the salary for a maximum of two (2) committee members per year.

ARTICLE 17 — BENEFITS

17.1 Benefit Information

- (a) All benefits except those provided as a result of the Employment Insurance Rebate shall be considered part of this Agreement.
- (b) Notwithstanding the foregoing, the Parties agree that the employee benefits will not change without mutual agreement.
- (c) Benefits shall be as set forth in an online manual. Hard copies will be available at convenient locations and for those who specifically need one and shall be updated, where possible, within 120 days of the ratification of this Agreement.

17.2 Medical Services

The College shall pay all of the costs of a Medical Services Plan and an Extended Health Benefit Plan for full-time employees with an appointment of one (1) full month or longer. Premiums for employees on less than fulltime appointments will be shared on a prorated basis. All administrative costs for these plans shall be borne by the College. Subject to Clause 17.7, participation in these plans shall be a condition of employment for all employees holding appointments of fifty (50%) percent or greater unless covered in another plan. Appointments of less than fifty (50%) percent will also be granted coverage upon application to Human Resources.

17.3 Dental Plan

The College shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan carried by Manulife Financial. Premiums for employees on less than full-time appointments will be shared on a prorated basis. The Plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A of Manulife Financial materials, seventy-five percent (75%) of costs for items listed under Plan B of Manulife Financial and fifty percent (50%) for items listed under Plan C of Manulife Financial. Each full-time employee who has a continuous appointment of ten (10) months or longer, or continuing part-time employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan.

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

17.4 Group Life

The College shall pay one hundred percent (100%) of the premium costs of a group life insurance policy, which provides for three times annual salary on the death of an employee. Premiums for employees on less than full-time appointments will be shared on a prorated basis. Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees shall be a condition of employment.

17.5 Disability Plan

Effective midnight March 31, 1995, the College shall pay all of the costs of a Group Disability Insurance Plan which provides for a monthly taxable income of two-thirds (66-2/3 %) of gross monthly salary.

Administrative costs of this plan shall be borne by the College. Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees in this plan shall be a condition of employment. If an employee continues to be paid while awaiting receipt or adjudication of an LTD benefit such payment shall be considered an advance and will be repayable in full. Should full repayment not be immediately possible, Human Resources will agree on a repayment plan that is mutually acceptable to the College and the employee.

The employee in receipt of Disability Income benefits under the group plan will have the opportunity to participate during a period not exceeding five (5) years in College benefit plans, as applicable but will be required to pay one hundred percent (100%) of the premium costs thereof. The employee in receipt of Disability Income benefits under the group plan will be entitled to return to the employ of the College during a period not exceeding five (5) years upon submission of a medical certificate indicating fitness for work.

Should a single illness exceed ninety (90) calendar days in duration, an eligible employee must apply for disability insurance benefits in accordance with the terms of the plan.

Seniority shall continue to accumulate during the period of disability to a maximum of five (5) years.

17.6 Employee Assistance Program

Where there is in place an Employee Assistance Program jointly agreed to by the College

and BCGEU, participation by BCGEU members shall be a condition of employment.

17.7 Coverage for Part-Time and Term Appointments

Employees with appointments of more than one (1) month shall be entitled to receive medical benefits. In the case where successive term appointments result in a term of uninterrupted employment of more than four (4) months, the employee shall be eligible for group life and disability benefits from the date of the beginning of the contract which results in the total period of employment exceeding four (4) months.

All successive appointments and all appointments which are split by a period of ten (10) days or less shall be included as uninterrupted employment.

A continuing employee who has been laid off as defined in Clause 3.5(a), and who is recalled to term employment, will continue to be entitled to all benefit plan coverages.

17.8 Professional Fees

The College will reimburse continuing BCGEU employees any professional fees that the employee is required to obtain to carry out their duties as an instructor.

ARTICLE 18 — RETIREMENT

18.1 Early Retirement

A fulltime 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 work load to be mutually acceptable to the College and the employee, but not less than fifty percent (50%). Salary and benefits shall be prorated in accordance with the percentage of workload.

18.2 Early Retirement Incentive

In those departments in which a reduction in staff is required, a faculty member shall be eligible to apply for an early retirement incentive providing the faculty member meets the following conditions:

- (a) is age fifty-five (55) or over;
- (b) has a minimum of ten (10) years pensionable service with the College;

(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 age sixty-five (65) to a maximum of one (1) year's salary, in addition to all other retirement benefits. An employee who, upon joining the College, requested and was granted by the Board exemption from participation in the College Pension Plan, may apply to the Board for permission to be included in this clause.

Where this clause is applied, Clause 3.3 will not be applied.

ARTICLE 19 — PARKING

The College shall provide parking near the place of employment at no cost to the employee.

ARTICLE 20 — INDEMNITY

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

ARTICLE 21 — RESOLUTION OF DISPUTES

21.1 Union Representation

- (a) The Union has a right to represent its members in dealings with the College related to the administration of this agreement. It will determine how and under what conditions it will assist a member in preparing and presenting any grievance in accordance with grievance procedures outlined in the contract.
- (b) An employee shall have the right to have a Union representative present at any discussion with administration, which the employee believes might be the basis of disciplinary action. Where administration intends to interview an employee for disciplinary purposes, the administration shall make every effort to notify the employee in advance of the purpose of the interview in

order that the employee may contact a Union representative, providing that this does not result in an undue delay of the appropriate action being taken.

21.2 Grievance Procedure

The College and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

An employee who wishes to present a grievance at Step 1 of the grievance procedure, in the manner prescribed in Clause 21.3, must do so no later than thirty (30) days after the date on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance, or on which the employee first became aware of the action or circumstances giving rise to the grievance.

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or suspension.

21.3 Step 1

Before a written grievance can be submitted at Step 2 of the grievance procedure, every effort shall be made to settle the dispute at Step 1.

- (a) The aggrieved employee shall request a discussion with the administrator and shall specify that this is Step 1 of a grievance and the nature of the grievance. The employee has the right to have a Union representative present at such a meeting.
- (b) The administrator will have fourteen (14) days to investigate the matter and respond.

21.4 Step 2

An employee who wishes to pursue a grievance at Step 2 must do so within twenty-one (21) days of having received the response from Step 1 or within twenty-one (21) days of when the response from Step 1 was due. The grievance will be submitted on the appropriate form setting out the nature of the grievance and the circumstances from which it arose, and the remedy sought.

Within twenty-one (21) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to the employee's grievance within twenty-one (21) days of the Step 2 grievance meeting.

21.5 Time Limit to File to Arbitration

Failing satisfactory settlement at Step 2, the Union President or designate may inform the College of intent to submit the dispute to arbitration within:

- (a) Thirty (30) days after the College decision has been received; or
- (b) Thirty (30) days after the College decision was due.

21.6 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile (original to follow in regular mail) or forwarded electronically.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered or sent by facsimile or forwarded electronically and received on the day they were delivered to or received electronically by the appropriate office of the College or the Union.

21.7 Single Arbitrator

When a party has requested that a grievance be submitted to Arbitration, the grievance shall be submitted to a mutually agreed upon Arbitrator.

21.8 Single Arbitrator Procedure

The Arbitrator may determine the Arbitrator's own procedure in accordance with due process and 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 render a decision within thirty (30) days of the conclusion of the Hearing.

21.9 Decision of Arbitrator

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

21.10 Disagreement on Decision

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 of receipt of such application.

21.11 Expenses of Arbitrator

Each party shall pay one half (½) of the fees and expenses of the Arbitrator.

21.12 Deviation from Grievance Procedure

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

In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this clause the grievance shall be considered to have been abandoned.

21.13 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of a clause of this Agreement, the dispute shall be discussed initially with the College or the Union, as the case may be, within thirty (30) days of the occurrence. Where no satisfactory agreement is reached within a further thirty (30) days, either party may submit the dispute to arbitration as identified in Clause 21.7.

21.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitation in processing the grievance through the grievance procedure. To this end an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

21.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this clause, other than Clause 21.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by an Arbitrator, unless another date is agreed upon by both Parties.

21.16 Amending Time Limits

The time limits fixed in the grievance and arbitration procedure may be altered by mutual consent of the Parties, but the same must be in writing.

ARTICLE 22 — UNION MEMBERSHIP AND DUES

22.1 Bargaining Unit Definition

The bargaining unit shall include full-time and part-time instructors (as described in the certification statement of BCGEU Local 701 Camosun College) employed by the College to teach vocational, technical and trades training programs or courses.

22.2 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 under the Labour Relations Code.

22.3 Union Recognition and Rights

The Union agrees that any activities relevant to the administration of the Collective Agreement or other Union activities, which must be conducted during working hours, will be carried out in a professional manner with primary consideration to instructional duties. Where the College feels that such activities are interfering inappropriately with instructional duties, the Parties agree to meet and resolve the matter.

22.4 Dues

The College 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.

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the College shall also provide a list of names of

those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

ARTICLE 23 — UNION RIGHTS

23.1 Individual Agreements

No employee, covered by this Agreement shall be required, or permitted, to make a written or oral agreement with the College, or its representatives, which may conflict with this Agreement.

23.2 Fair Treatment

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

23.3 Leave for Union Business

Leave for Union business will not affect employee's "non-contact time". To facilitate the administration of this section when leave is granted, the employee will continue to be paid at the normal rate and the Union shall reimburse the College for salary and benefit costs. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the College with reasonable notice prior to the commencement of leave under this clause. The College agrees that any of the leaves of absence identified below shall not be unreasonably withheld.

Approved leave of absence will be granted:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (d) to employees called by the Union to appear as witnesses before an arbitration board;
- (e) for up to three employees on the bargaining committee of the Union to carry on negotiations with the College. In this case, the Union shall only be required to reimburse the College for salary and benefit costs if substitute

instructors are required.

23.4 Picket Lines

All employees covered by the Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Industrial Relations Act*. Any employee failing to report for duty shall be considered to be absent without pay.

ARTICLE 24 — SAFEGUARD AGAINST SALARY REDUCTIONS

- (a) No person covered by this Agreement shall have their current rate of salary or allowance reduced by the application of this Agreement.
- (b) Notwithstanding Section 2 of the *Employment Standards Act* where this Agreement is silent the College agrees to apply the provisions of the *Employment Standards Act*.

ARTICLE 25 — USE OF TERMS

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context requires.

ARTICLE 26 — EMPLOYEE APPRAISAL

26.1 Evaluation Reports

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal.
- (b) Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an

employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

- (d) An employee shall have the right to request a formal appraisal, providing that at least six (6) months have elapsed since the last appraisal and that the Dean has agreed to the timing of the appraisal.

26.2 Distribution

The completed appraisal shall be available only to the employee, the employee's Chair and Dean, the Vice President, Education, the President, and when appropriate to members of the College's Human Resources department. In the event of a dispute or legal action, the appraisal shall be available to the joint BCGEU Labour Management Committee, an arbitration board and the College's legal counsel.

26.3 Personnel Files

- (a) The President of the Union or designate shall be entitled, upon the written authority of an employee, to review the employee's personnel file(s) maintained in the Human Resources Department Office.
- (b) With reasonable notice given the College, an employee shall be permitted to review their personnel file(s).
- (c) The College will not disclose or use for other than authorized purposes personnel file information without the employee's written consent, unless required by law.
- (d) The College shall take reasonable precautions to ensure the reliability and security of personnel files.
- (e) Personnel files shall include all files pertaining to the employee maintained by the Human Resources Office.

ARTICLE 27 — TECHNOLOGICAL CHANGE

- (a) An employee shall be considered displaced by technological change when the employee's services are no longer required in the same capacity as a result of change in the method of operation or equipment.
- (b) The College 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 College to utilize normal turnover 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.

- (c) Where the introduction of a technological change substantially alters the method of presentation or the content of an existing course, faculty members who may have responsibility for the course shall be consulted before the intended change is implemented.

ARTICLE 28 — SENIORITY

28.1 Accumulation of Seniority

- (a) Service seniority shall be defined as the length of continuous service with the College since the last date of hiring plus the aggregate length of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Such service seniority shall include all continuous service with the Public Service of British Columbia prior to the Meld which took place October 1, 1975.
- (b) Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.4.
- (c) Employees on maternity, adoption, or parental leave shall continue to accumulate seniority.
- (d) If a continuing employee terminates their employment as a result of a decision to raise a dependent child (children), and is reemployed, upon application the individual shall be credited with length of service accumulated at the time of termination. The following conditions shall apply:
 - (1) the employee must have been a continuing employee with at least three (3) years of service seniority at the time of termination;
 - (2) the resignation must indicate the reason for termination;
 - (3) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;

- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on reemployment.
- (e) A continuing employee who resigns from their position and within sixty (60) days is reemployed as a continuing employee, shall upon application be credited with length of service accumulated at time of termination.
- (f) The College shall publish by December 1st of each year a seniority list of its continuing employees.

28.2 Loss of Seniority

An employee shall lose seniority in the event of:

- (a) discharge for just cause;
- (b) voluntary termination of employment;
- (c) layoff and their recall period as outlined in Clause 3.5(a) has expired;
- (d) the employee is unavailable or declines two (2) offers of reemployment in which the duration and nature of work is similar to that which the employee carried out prior to layoff.

ARTICLE 29 — POST RETIREMENT EMPLOYMENT

- (a) Following retirement from the College, a previous employee may be appointed to a post-retirement position in the employee's previous department with up to a 50% workload. 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) 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) An employee with a post-retirement position shall have the same health and welfare benefit entitlement and rights under the Collective Agreement as continuing part time faculty members, except the post-retirement position does not provide the right to accumulate seniority, revert to a full-time position under Article 1.3(b); the right to a continuing position under Letter of Understanding #2, and layoff provisions under

Article 3.2, 3.3, 3.4, 3.5(a), and the obligation to donate or the right to withdraw from the Sick Leave bank under Article 15.3 or under Letter of Agreement #1 as it relates to Article 15.3.

- (d) If the appropriate Dean agrees, an employee covered by this Article may participate in approved professional development activities.
- (e) An amount equal to the College's contribution to the College Pension Plan for the workload of the post-retirement position will be paid by the College to an employee nominated RRSP. This contribution shall continue to the same age as College Pension Plan contributions are required to be made by the College on behalf of faculty members not covered by this Article. The contribution under this Article is not available to and will not be paid to an employee covered by this Article for whom the College is making contributions to the College Pension Plan.
- (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.

ARTICLE 30 — COPIES OF COLLECTIVE AGREEMENT

- (a) The Union and College agree to share equally the cost of producing copies of the Collective Agreement for distribution to all members. The document shall be printed by the College Print Shop.
- (b) The Parties jointly support the principles of environmental sustainability. To that end, the Parties agree that the number of hard copies of the 2019-2022 Collective Agreement that will be printed will be limited to 100. The Parties further agree to explore ways of reducing the impact on the environment related to printed copies of the Collective Agreement in their discussions at the Labour Management Committee.

ARTICLE 31 — TERM OF AGREEMENT

31.1 Term

This agreement shall be binding and remain in full force and effect from the first day of April, 2019 to and including March 31, 2022 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

31.2 Extension of Anniversary Date

If negotiations extend beyond the anniversary date of the Agreement, both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

31.3 Revisions to Agreement

All revisions to the Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the expiry date.

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

Date

Barb Severyn
Executive Director, HR

Date

BCGEU

Stephanie Smith
President

Date

Al Paterson
Bargaining Unit Chair

Date

Lori Strom
Staff Representative

Date

PSEA Board of Directors

Michael Marchbank
Chair

Date

APPENDIX A

STANDARDS AND ETHICS COMMITTEE

1. MEMBERSHIP

The Committee shall consist of:

- (a) one (1) BCGEU member elected from the Lansdowne Campus;
- (b) five (5) BCGEU members elected from the Interurban Campus; and
- (c) two (2) of the following; one Dean or Associate Dean and one exempt staff member.

2. TERMS OF OFFICE

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

3. CHAIRPERSON OF THE COMMITTEE

The Chairperson shall be elected by the members of the Committee.

4. DUTIES OF THE COMMITTEE

- (a) To establish a Code of Standards and Ethics.
- (b) To direct the Director of Finance in the allocation of professional development funds subject to College policy and guidelines for funding limits and reporting procedures.
- (c) To review requests for additional sick leave and to make recommendations to Human Resources concerning withdrawals from the Sick Leave Bank.
- (d) Review utilization of the Sick Leave Bank and make recommendations to Human Resources by March 15 of each year on donations to the Bank in accordance with clause 15.3 (a).

APPENDIX B

PROVINCIAL SALARY SCALE INCLUDING 2% STIPEND

STEP	Date of ratification to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
1	\$97,037	\$98,978	\$100,958
2	\$90,903	\$92,721	\$94,575
3	\$84,674	\$86,367	\$88,094
4	\$81,212	\$82,836	\$84,493
5	\$78,234	\$79,799	\$81,395
6	\$75,263	\$76,768	\$78,303
7	\$72,285	\$73,731	\$75,206
8	\$69,313	\$70,699	\$72,133
9	\$66,337	\$67,664	\$69,017
10	\$63,361	\$64,628	\$65,921
11	\$60,388	\$61,596	\$62,828

BCGEU CHAIR STIPEND:

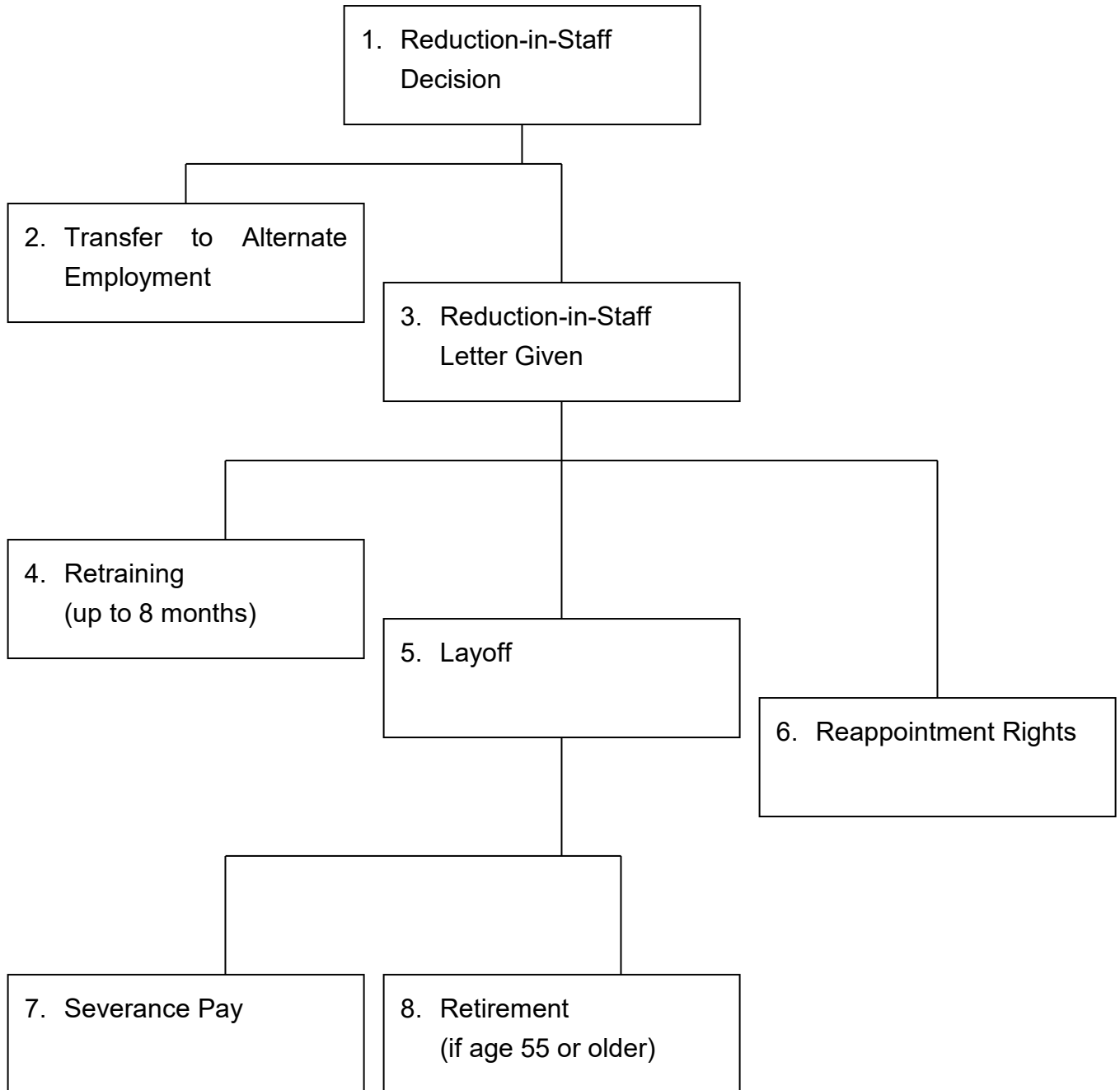
Chair Stipend	Date of ratification to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
	\$4,043	\$4,124	\$4,206

Step 2A equals:

STEP	Date of ratification to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22
2A	\$90,388	\$92,196	\$94,040

APPENDIX C

REDUCTION IN STAFF FLOWCHART



FLOWCHART ACTIVITY DESCRIPTION

1. Reduction in staff due to changes in enrolment, deletion of a program, technological change or for budgetary reasons. [Clause 3.1] Individual is identified based on seniority within a department, discipline or specialty. [Clause 3.2]
2. Employee is transferred if there is an available position for which the employee is well qualified. [Clause 3.2(a)]

OR

3. Reduction in staff letter is sent by the President giving four (4) months of notice excluding annual holidays. [Clause 3.1] Letter specifies reasons for layoff.
4. Employee with at least five (5) years of service may receive up to eight (8) months of paid leave to retrain if there is an available position. [One currently unfilled or confirmed to become vacant within retraining period.] Program of retraining is developed in consultation with employee. [Clause 3.3(a)]

OR

5. If a retraining opportunity does not exist, employee is laid off at end of notice period.
6. A laid off employee may choose to retain recall rights for reappointment should suitable vacancies arise. Length of term of recall rights is governed by length of seniority. [Clause 3.5(a)]

OR

7. A laid off employee may choose to forfeit all recall rights and receive a severance payment of one-half ($\frac{1}{2}$) of one (1) month's salary for each fulltime equivalent year of service to a maximum of six (6) months of pay. [Clause 3.5(b)]

OR

8. An employee between the ages of 55 and 64 may choose to retire. In addition to pension benefits, the employee receives up to six (6) months pay as severance [Clause 3.5(b)], and a payout of one-half ($\frac{1}{2}$) of accumulated sick leave entitlement. [Clause 15.2]

APPENDIX D

ADVANCED PLACEMENT

A joint committee will process and review all applications related to Appendix D and shall forward their recommendation to the Vice President, Education. The committee will be comprised of the Bargaining Unit Chair, and another member to be selected by the Chair and two representatives from College administration all of whom shall be from the joint BCGEU Labour Management Committee.

This clause only applies to faculty already employed on a continuing appointment.

An employee will be eligible for an increment upon submission of one or more of the following:

1. Presentation of a transcript from a recognized College or University showing successful completion of the equivalent of one academic year of fulltime study relevant to the College role of the faculty member.
2. Presentation of documentation showing an accumulated total of four hundred twenty (420) hours of participation in relevant formal learning situations (classroom, laboratories...) in which some form of participant evaluation occurred.
3. Presentation of documentation showing a cumulated total of eight hundred forty (840) hours of work experience and/or private study relevant to the professional field of the faculty member.
4. Completion of another combination of study and/or research, and/or work experience which was preplanned and approved by a committee struck by the President which includes the appropriate Dean and a member of the faculty.
5. Presentation of documentation showing successful completion of a second Journeyman's Certificate, earned following an indentured apprenticeship, or professional qualifications or Journeyman's Certificate resulting from study/experience equivalent to either 1, 2 or 3 above, or prorated combination, in a trade area relevant to the professional field of the faculty member. This qualification must be sanctioned by a government licensing agency.

An increment will not be awarded under Clause 5.1(b) when the same activity or activities, which are to a large extent duplicated, have previously been applied in the determination of category or step placement.

LETTER OF UNDERSTANDING #1

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

**Re: Family Illness (Clause 14.5)
Compassionate Leave (Clause 14.6)
and Sick Bank Donations (Clause 15.3)**

It is hereby agreed that the maximum personal sick leave time that may be used for Family Illness and Compassionate Leave is five (5) days per year in total. It is further agreed that the donation to the Sick Bank may not exceed one (1) day per year. This will result in assurance of at least twelve (12) days of sick leave for an employee's own use out of an annual grant of eighteen (18) days.

It is further understood that where any employee requires further days for family illness or compassionate leave, up to the maximum number of days allowed within each of the relevant clauses, such extra days may be obtained through application to the Sick Leave Bank.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #2

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Principles of Agreement

for the Implementation of Article 6 – Common Agreement (Regularization) between Camosun College and BCGEU Vocational Instructors: Regularization

It is the desire of the Parties to facilitate conversion of eligible vocational instructors to regular appointment. Consequently, the Parties agree to this Letter of Understanding outlining the principles for regularization.

Appointment Categories

Employees shall be appointed to one of the following two appointment categories:

1. Continuing (full-time or part-time)
2. Term (non-regular)

Conversion to a Regular Appointment

1. A term (non-regular) employee shall be reviewed for conversion to a continuing appointment when:
 - a. An employee has worked at least two consecutive years at a workload of 50% or greater (18 full-time equivalent weeks or greater) in each of two consecutive years; or
 - b. An employee has performed a workload of at least 120% (at least 43 full-time equivalent weeks) over at least two consecutive years; and
 - c. The employee has received a satisfactory evaluation. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the College;
2. The employee shall be converted if there is a reasonable expectation of an on-going workload assignment for which the employee is qualified, of at least 50%, in

the year immediately subsequent to that in which the conversion arises.

3. The employee's conversion to a Continuing appointment will become effective on the first day of the month following the date on which the employee meets the conversion criteria. Salary and College-paid benefits will begin on the date on which the available on-going workload begins.
4. Regularization will be a standing item on the joint BCGEU Labour Management Committee meeting agenda.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #3

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

AS PER THE COMMON AGREEMENT

Re: Article 14 – Maternity and Parental Leave and regarding Supplemental Employment Benefit Plan for Maternity and Parental Leave

Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of the employee's salary calculated on the employee's 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 the employee's salary calculated on the employee's average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on the employee's average base salary.
- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on the employee's average base salary.
- (e) The average base salary for the purpose of (a) through (d) 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.

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.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #4 (NEW)

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: BCGEU Labour Management Committee

The Parties agree to establish a joint BCGEU Labour Management Committee (LMC) consisting of four (4) representatives of the College and four (4) representatives of the Union. Where appropriate, additional representatives may be invited to attend as resources, by mutual agreement.

Meetings of the LMC shall be held at least once every three (3) months, unless mutually agreed otherwise. A minimum of three (3) representatives from each party will constitute a quorum. LMC will set its own procedures and protocols. Decisions of LMC will be made by consensus. Decisions will be recorded in minutes and shall be reviewed and approved by the Parties.

The purpose of the LMC is to:

- (a) Provide a forum for discussion on matters related to the administration of the collective agreement and/or Common Agreement, with the exception of all grievances and the interpretation of the Common Agreement;
- (b) Develop strategies to reduce grievances and related costs; and
- (c) Review and make recommendations for funding from the Service Enhancement Fund in accordance with the Letter of Understanding on the Service Enhancement Fund.

In addition, in preparation for the Working Committee on Contact Time/Instructional Hours outlined in the Common Agreement (dated November 1, 2019), the Parties agree to gather, share, and discuss the following information, at LMC, in advance of the Committee's work:

- How are student hours of instruction scheduled and structured?
- How many contact hours are required for a student to successfully complete the program?
- If applicable, identify what the regulatory requirements are for a student to graduate in a program area.

- What adjustments might need to be incorporated if these regulatory requirements change?
- How contact time/instructional hours are scheduled for instructors in each program area. (i.e. how many contact hours/instructional hours are assigned?)
- Identify any current problems that exist with respect to the assignment of contact hours/instructional hours.
- What are the best practices in scheduling and assignment of contact hours/instructional hours.
- What practices will result in the best educational outcome for students?
- What are the different modes of delivering instruction to students and how are contact hours/instructional hours affected.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #5 (NEW)

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Service Enhancement Fund

TERMS OF REFERENCE

A. PURPOSE

The Parties agree to create a Service Enhancement Fund (the “Fund”) to encourage, expand and support the:

1. development of online, distributed and/or blended course deliverables and resources which are relevant to student progression and accessibility within BCGEU programs which are not currently so engaged;
2. enhance the continued development and implementation of online, distributed and/or blended course deliverables and resources in areas in BCGEU programs that have already incorporated this approach into their delivery model;
3. lead the expansion of online, distributed and/or blended course deliverables and resources into areas such as dual credit offerings with K-12 system partners, remote Communities, and other trades/apprenticeship/technology programs;
4. development of instructor supports related to tangible classroom supports to improve the learning experiences of students, for example, creative application of technology, in-class cultural liaisons, training and awareness of positive mental health and the ability to develop enhancements to current programs, or create new programs that improve the level of success of the diverse student; and
5. development of student support initiatives to achieve greater levels of success with Camosun College programs, which might include peer support programs, numeracy and literacy supports, communications workshops, tutor supports, study skills enhancements and time management guidance.

B. FUNDS

The Fund will consist of amounts as follows:

Year 1: \$21,000

Year 2: \$47,000

Year 3: \$71,000 (ongoing)

Subject to the provisions of this LOU, the BCGEU Labour Management Committee may establish and publish guidelines for the administration of the Fund and may direct the Director of Finance in the allocation of funds subject to College policy and the guidelines. The Labour Management Committee shall review and approve applications. The parties agree that there will be no expenditures from the funds if committee members fail to reach consensus. Funds not allocated within a calendar year will be carried over for one year only.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #6 (NEW)

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Maternity and Parental Leave

Further to their discussion in the 2019 round of collective bargaining, the Parties agree to refer further discussion of the existing maternity and parental leave language to the Labour Management Committee with a view to develop replacement language that is aligned with existing legislation and eliminates duplication of language that exists in the common agreement. Any replacement language developed and agreed by the Labour Management Committee will be subject to approval and ratification by the Parties' principals.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date

LETTER OF UNDERSTANDING #7 (NEW)

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Article 17.2

The Parties discussed the issue of benefits for employees working on term appointments that are four weeks or greater in length during the 2019 round of collective bargaining. In recognition of the issues raised by the Union, the Parties agree as follows:

1. The issue will be referred to the Labour Management Committee for further investigation.
2. The Parties agree to work together to define problems that may exist with these short term contracts with respect to benefits.
3. The Parties commit to work together to develop solution(s) for the defined problems by December 1, 2019.
4. The Parties also agree to consider administrative issues in the identification of problems and in the development of any solutions.
5. The Employer will produce reports each quarter of term employment of four weeks or greater and provide those to the Labour Management Committee and the Bargaining Unit Chair.

6. Any solutions developed that involve changes to the collective agreement will be referred to the Parties for ratification.

SIGNED ON BEHALF OF:

Camosun College

BCGEU

Sherri Bell
President

Al Paterson
Bargaining Unit Chair

Date

Date

Barb Severyn
Executive Director, HR

Lori Strom
Staff Representative

Date

Date