

COLLECTIVE AGREEMENT

between

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

and

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

For the term of
April 1, 2004 to March 31, 2007

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BETWEEN:

CAMOSUN COLLEGE
(hereinafter called the "Employer")
OF THE FIRST PART

AND THE

CAMOSUN COLLEGE FACULTY ASSOCIATION
(hereinafter called the "Union")
OF THE SECOND PART

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

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

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

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

1. APPOINTMENTS TO FACULTY

1.01 Initial Appointments

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

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

1.02 Term Appointments

- (a) A term appointment is one with a pre-established end date. Term appointments may be made only in circumstances which fit one or more of the following conditions (assuming that no probationary or continuing faculty are available):
- (i) To replace:
 - faculty on leave or secondment;
 - faculty assigned to professional, curriculum, or program development activities;
 - faculty assuming probationary assignments under paragraph 3, Clause 1.03.
 - (ii) To create positions with less than a fifty percent (50%) annual workload, provided there is no opportunity to combine two or more such assignments into a workload sufficient for a continuing or probationary assignment.
 - (iii) To fill positions when emergencies or other unforeseen circumstances do not allow for normal selection procedures.
 - (iv) To hire an individual with the specialized knowledge or skills required for a particular course or assignment when the College can demonstrate that no faculty member with the required knowledge or skill is available to accept the assignment as part of a probationary or continuing appointment.

- (v) To staff instructional programs or projects which are funded by agencies external to the College on an irregular basis.
- (vi) To staff new and experimental instructional programs or projects, or to hire faculty to replace continuing faculty who accept an assignment to an experimental program or project. Experimental programs or projects are those that expand programming to new clientele groups, new locations, or new programs or courses. Term positions created under this clause are limited to two years and must be with the agreement of the union.

Notwithstanding the above, effective September 1, 1993, no school may fill more than twenty percent (20%) of its full-time equivalent positions with term employees, excluding those hired under provision (i) above.

In all instances, the appointee and the Union shall be informed in writing of the grounds for a term rather than a continuing or probationary appointment,

- (b) When seniority is calculated, accumulated service on term appointments shall include earned vacation, whether taken as time off or as payment in lieu. In instances when vacation pay is received, not vacation time, the seniority earned shall be the same as if the employee had been credited with vacation time. In other words, earned seniority shall not be diminished as a result of a faculty member earning payment in lieu rather than vacation time. In these instances, seniority will be calculated by multiplying the employment period by 1.2.

- (c) Instructional term appointments will cover one (1) week of preparation time, the instruction period, and exam period or wrap-up period, to equate to sixteen (16) weeks for a standard full semester and thirteen (13) weeks for a standard full quarter.

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

Any individual whose percentage of full-time employment is consistently 50% or higher for two successive semesters or quarters shall have a single appointment which extends through both semesters or quarters. For the purpose of this clause, May-June and July-August shall each be considered semesters.

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

- (d) All employees on term appointments shall be evaluated according to the procedures established for the school, within the first twelve (12) months of aggregated appointment periods (independent of percentage of full-time employment); and an additional evaluation shall occur before completion of two (2) "full-time equivalent" years of service.

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

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

If the disabled faculty member is unable to return to work within the period of time allowed, the indefinite term appointment will be converted to a regular probationary or continuing appointment.

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

Each internship position shall be for a one (1) or a two (2) year period, with a workload from fifty percent (50%) to one hundred percent (100%). The employee hired for each position will

have no more than one (1) year of college-related experience in his/her field of expertise. The approved staffing profile will not be increased by the addition of interns.

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

- (g) Subject to Clauses 3.02 and 3.03, service accumulated during term appointments shall be credited toward seniority and all other benefits for which the employee is eligible. In those instances in which the length of the appointment has permitted adequate time for regular faculty evaluation procedures to be applied, and where such evaluation has been fully satisfactory, all service accumulated will be credited toward the probationary appointment, provided that the conditions of the term assignment do not differ significantly from the position being offered. Service credited towards probation under this clause will be counted in terms of percentage of full-time employment, with two (2) full-time equivalent years required for completion of the equivalent of probation.

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

1.03 Probationary Appointments

- (a) A probationary appointment precedes a continuing appointment, except in the case of any former term employee who completed the equivalent of a probationary period while on term assignments.
- (b) Probationary appointments shall be made for positions with fifty percent (50%) or more of an annual workload. The duration of the probationary period shall be two (2) academic years, irrespective of percentage of full-time equivalent employment, minus the length of accumulated service in term positions which do not differ significantly from the position being offered.
- (c) The probationary period for continuing faculty who assume assignments in another department shall be one (1) academic year. No probationary period is required when the department to which the faculty member transfers is deemed by the appropriate vice-president to be similar in nature to the faculty member's original department. If continuing faculty have an unsuccessful probation in another department, they shall be re-instated in their previous position or in a similar position.
- (d) A faculty member with a new probationary or continuing appointment shall receive at least one week of paid preparation time at the start of the appointment.
- (e) As a minimum requirement, all employees on probationary appointments shall be evaluated within the first semester or quarter of their appointment and when eight (8) to ten (10) months remain in the probationary period, according to procedures established in writing for each school. The employee shall be informed of the School's evaluation procedures and standards with the letter of appointment. The methods, standards, and procedures of evaluation shall be fair and reasonable.

After any evaluation, should improvements be deemed necessary, the employee, in consultation with the dean, will develop a plan, with appropriate timelines, for attaining the additional skills and/or knowledge required. The employee may apply to the Professional Development Fund for assistance in this regard.

Should the evaluation which occurs with eight (8) to ten (10) months remaining in the probationary period indicate that the employee does not yet qualify for a continuing

appointment, a final evaluation will be carried out within two (2) to three (3) months of the end of the probationary period.

On the basis of the employee's most recent evaluation, the dean will recommend to the appropriate Vice-president whether to convert the probationary contract to continuing or to sever the employee's connection to the College at the end of his/her probationary appointment, or in accordance with Clause 2.03.

Should the employee disagree with the conclusions or recommendations resulting from an evaluation procedure, he/she may contest the recommendations or conclusions on the basis of the procedure not being carried out as prescribed by the school, or on the grounds that the conclusions and recommendations did not fit the information gathered through the evaluation process.

1.04 Continuing Appointments

(a) A faculty member who has successfully completed a probationary appointment shall automatically receive a continuing appointment at the same or higher percentage of employment as on the probationary contract.

(b) A full-time faculty member may be assigned to a continuing part-time contract without loss of accumulated seniority and shall continue to accumulate seniority on a prorated basis.

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

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

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

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

Any faculty member on a term appointment, other than an indefinite term, shall *upon application* be granted probationary or continuing employment, subject to the following conditions:

(i) He/she must have been appointed to a term position through the normal school selection procedures in effect at the time of his/her appointment.

(ii) He/she must have worked at an average minimum of forty percent (40%) of full-time employment over at least twelve (12) weeks in each of two (2) semesters or at least nine (9) weeks in each of three (3) quarters (or the equivalent in a combination of semesters and quarters) in each of two (2) consecutive years, with a resulting full-time equivalent employment total of at least thirty (30) weeks, i.e. an average workload of at least fifty percent (50%) in each year.

(iii) The faculty member normally must have worked in one department during the qualifying period, except in the case of faculty members who have done similar work in more than one department. Should there be disagreement concerning whether or not an individual who has worked in more than one department during the qualifying period is entitled to continuing status, the matter shall be resolved according to the provisions of Clauses 21.01 and 21.02.

(iv) He/she must have been successfully evaluated according to established school evaluation procedures.

- (v) An assignment averaging at least fifty percent (50%) of full-time employment, with a minimum of forty percent (40%) at any given time, based on the normal workload of a full-time instructor in the relevant department, shall be available over **two (2)** semesters or three (3) quarters in the next year. The Employer is obligated to offer continuing employment when the annual budget and operating plan indicate that an assignment to the level stipulated above will be available. When the Employer concludes that sufficient work is not available to offer an individual a continuing contract, the Employer shall inform the individual and the Union in writing of the reasons for the decision.

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

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

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

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

When more than one candidate is eligible for a single continuing appointment under this clause, the appointment shall be offered to the employee deemed most qualified through normal school selection procedures.

- (e) When a continuing position in a department becomes available, the position shall be offered to a suitable candidate from the following categories, in the following order. Suitable is defined here as meeting the minimum requirements for the position as determined in advance, by the department in consultation with the dean.

- (i) Laid off with reappointment rights, according to the provisions of clause 3.04 (b)
- (ii) Employees with part-time continuing appointments, in the same department, according to the provisions of Clause 1.04(c).
- (iii) (a) Term employees in the same department who have met the conditions necessary to convert to a continuing contract as described in 1.04 (d)
(b) Employees on indefinite term appointments who have successfully completed the equivalent of a probationary appointment.

Note: If two people are equally eligible under iii) (a) and iii) (b), the employee with more service accumulated will convert.

- (iv) Candidates selected through competition for the position.

- (f) **JOB SHARING**

The Union and the Employer agree in principle to allow opportunities for job sharing. Arrangements and terms of employment shall be determined by a Joint Faculty/ Administration Committee.

1.05 Letter of Acceptance of Appointment

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

1.06 Selection of New Faculty

Faculty members of the respective department shall be consulted in the selection of all new faculty. Procedures for faculty consultation will be specified in writing by the appropriate dean.

1.07 Seniority

For employees on continuing or probationary contract, seniority shall be based on all service on term, probationary, or continuing contracts where no break in service exceeds two years. Seniority for part-time contracts shall be pro-rated. A seniority period will be established and

reported for each continuing or probationary employee. An updated seniority list will be supplied to the Union at least annually.

Service seniority shall include all continuous service with the Public Service of British Columbia prior to the meld that took place on October 1, 1975. Seniority continues to accrue during all leaves of absence.

1.08 Teaching Rights of College Administrators and Exempt Staff

- (a) "College Administrators" for the purpose of Clauses 1.08 and 1.09 means Associate Deans, Deans, Associate Directors, Directors, Vice Presidents, and the President.
- (i) College Administrators may teach at any time if the need exists, but shall not displace a continuing faculty member from employment and shall not teach more than one (1) section in any term or semester without the consent of the Union.
 - (ii) No additional payment for instruction will be made to College Administrators.
 - (iii) College Administrators are not required to become members of the Union or to pay Union dues.
 - (iv) The appropriateness of the qualifications of College Administrators to teach will be determined by the responsible dean in consultation with the responsible chair.
- (b) Other Exempt Employees
- Other exempt employees may accept faculty assignments if they are deemed qualified by the usual faculty selection procedures. They will accept assignments on the same basis as other faculty - receiving payment for duties above and beyond their management responsibilities, and paying prorated union dues to the Union. In no case will an exempt employee, by accepting a faculty position, displace a continuing faculty member.

1.09 Faculty status for College Administrators and Other Exempt Employees

- (a) The rights stipulated in this clause apply to College Administrators who opt to pay the Union an annual fee in lieu of dues. The amount of the fee will be determined by the Union and will not exceed the percentage of gross salary charged to faculty members.
- The administrators stipulated above have the following rights:
- (i) The right, at their own or the Employer's request, to transfer to a continuing faculty position for which they are qualified if a vacancy exists, with the agreement of the appropriate dean in consultation with the appropriate vice-president and the department. These transfers shall take priority over applications from persons outside the College and will not interfere with rights for a continuing appointment as specified in Clauses 1.04(e)(i)—(iii).
 - (ii) The right to have all service to the College in a professional capacity counted in placement on the salary scale.
- (b) In addition to the right specified in 1.09(a), faculty members who leave the bargaining unit to occupy an exempt position at the College, and who opt to pay the Union an annual fee in lieu of dues have the following rights:
- (i) The right to exercise bumping privileges as described in Clause 3.02 should the member be laid off from his or her exempt position.
 - (ii) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.
- (c) In order to obtain these rights, College Administrators and other exempt employees must begin to pay the annual fee to the union no later than three (3) months after assuming

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the exempt position. All rights will be extinguished if the exempt employee later opts to discontinue paying the fee.

2. TERMINATION OF APPOINTMENT

2.01 Right of First Refusal for Term Contracts

- (a) Term faculty members employed for two (2) semesters or three (3) quarters for the equivalent of two (2) consecutive academic years shall have the right of first refusal for the same or an equivalent term assignment in the next employment period, subject to successful evaluations.
- (b) In the case of assignments which occur annually for one (1) semester or quarter only, a term faculty member shall have the right of first refusal for that assignment when he/she has been employed on that assignment three (3) consecutive times and has been successfully evaluated.
- (c) A faculty member, following successful evaluation and completion of the required number of semesters or quarters as defined above, shall obtain this right of first refusal by filing an application with his/her school office.
- (d) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the employee.
- (e) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break of more than one (1) year between appointments.
- (f) Without relinquishing the rights stipulated in this clause, a faculty member may refuse employment for one (1) quarter or semester after each two (2) semesters or three (3) quarters of employment in order to provide the employee with the equivalent of a regular vacation period.
Any additional refusal of employment shall result in the relinquishing of the rights stipulated in this clause.
- (g) If two or more individuals qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the dean in consultation with the chair and other faculty within the department.

2.02 Resignation

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

2.03 Probationary Appointments

An employee while on a probationary appointment may be terminated as a consequence of evaluation, as set out in clause 1.03, or under the provisions of clause 2.04. In lieu of notice, severance pay equivalent to two (2) weeks' salary will be provided.

2.04 Disciplinary Process

(a) Right to Union Representation

The Employer shall inform an employee of his or her right to Union representation prior to any meeting with the Employer that might reasonably be foreseen to form the basis for disciplinary action. If during a meeting, it becomes reasonably foreseeable that discipline may be ensue, then the Employer shall inform the employee of his or her right

to Union representation and provide the employee a reasonable opportunity to obtain representation.

(b) Suspensions

The President may suspend an employee for cause. The Board shall be informed of the suspension within twenty-four (24) hours and shall, within two (2) weeks of the suspension, either dismiss the employee or reinstate him/her with or without penalty. At the same time, the President shall notify the president of the Union, by confidential memo that the suspension has occurred. Whenever an employee is reinstated without penalty, all documentation related to the matter will be removed from the employee's personal file.

Cause shall be defined to mean:

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

(c) Termination for Cause

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

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

(d) Burden of Proof

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

3. LAYOFFS

3.01 Notification

- (a) When a layoff is necessary due to changes of enrollment, the deletion of a program, technological changes or insufficient operating funds, an employee shall be entitled to at least four (4) months notice, excluding annual holidays, except in the following circumstances:

Term employees and employees with less than three (3) years of service, irrespective of percentage of full-time equivalent employment, on a probationary and/or continuing appointment shall be entitled to two (2) months notice.

In the event that the President plans to recommend termination of appointments for reasons of layoff, he/she shall inform the individual at least one (1) week prior to the time the recommendations shall be made to the Board. The notice period shall be calculated from the date that the Board approves the recommendation from the President.

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

When a layoff is necessary in a particular department, it shall occur in reverse order of service seniority. In each case, the remaining employees in the department must have the essential

skills or expertise needed to meet the departmental objectives and activities. However, the faculty member can transfer to any other department where he/she is fully qualified, if necessary displacing a less senior faculty member.

The Employer will inform an employee of his or her right to have a Union representative present at any meeting which layoff or the potential for lay off is being discussed with an employee.

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

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

3.02 Process

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

- (a) One (1) faculty member from the department which the transferee proposes joining, and one (1) from the department from which he/she is being laid off. These faculty members will be selected by the respective departments. These members will be resource persons and will not vote.
- (b) One (1) faculty member and one (1) administrator appointed by the Joint Labour Adjustment Committee from its membership.
- (c) One (1) dean from a school not affected by the transfer (appointed by the Vice President Education).
- (d) Two (2) faculty members from schools not affected by the transfer (appointed by the Union executive).

3.03 Retraining

- (a) An employee who is terminated for reason of layoff, who is not judged to be qualified to transfer to another position occupied by an employee having less seniority as provided in Clause 3.02, and who has served the College for at least five (5) years, shall receive paid leave of up to eight (8) months, if required, in order to qualify for an available position at the College. An available position is one which, within two (2) months of the time the layoff is given, is vacant or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.04 shall apply.
- (b) An employee who was previously employed by the Province and transferred to College employ October 1, 1975, shall be entitled to up to ten (10) months full salary while retraining. The nature of the retraining shall be the employee's choice. The retraining may commence anytime within a twelve (12) month period after the termination date. The salary will be the monthly salary at time of termination.
- (c) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected employees 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 faculty development time provided in Clause 10 for approved professional development, with no loss of income, benefits or seniority.

3.04 Severance Pay and Reappointment

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

(a) Severance Pay

An employee shall receive severance pay calculated as follows:

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

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

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

(b) Reappointment

- (i) An employee with five (5) years' seniority or less shall be placed on a reappointment list for one (1) year. An employee with more than five (5) years' seniority shall be placed on a reappointment list for two (2) years.
- (ii) Should positions be reinstated in the same department, reappointment shall be based on seniority, subject to the individual qualifying for an available assignment.
- (iii) Should other term, probationary, or continuing positions become available in a department other than the individual's previous department, reappointment will be based on seniority amongst individuals eligible for reappointment who are deemed qualified for the position by the dean in consultation with the faculty in the relevant department. In all cases, individuals eligible for reappointment have priority for available positions up to the individual's percentage of full-time employment at the time of lay-off.
- (iv) When the qualifications are in question concerning an assignment in the individual's previous department, the adequacy of the qualifications shall be determined according to a process established by the Joint Faculty Administration Committee.
- (v) When the qualifications are in question, concerning a position in another department, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02.

4. PLACEMENT ON SCALE

4.01 Placement

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

(a) Category I:

An employee in this category will normally hold a degree from a recognized university at the Bachelor's level, or a combination of university, college or other training and work

experience deemed to be equivalent to four (4) years of study at the college/university level.

(b) **Category II:**

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

4.02 Salary Range

Please refer to Appendix A of the Common Agreement for the 2004-2007 salary scale.

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

	Minimum Initial Placement	Maximum-Initial Placement	Maximum Salary
Category I	Step 10	Step 7	Step 2
Category II	Step 9 (Ph.D. Step 8)	Step 7	Step 1

Effective, April 1, 2006:

	Minimum Initial Placement	Maximum-Initial Placement	Maximum Salary
Category I	Step 11	Step 7	Step 2A*
Category II	Step 10 (Ph.D. Step 9)	Step 7	Step 1**

***Category I**

- As at April 1, 2006 Employees in Category I who have spent 12 months at Step 2 on the old salary scale shall progress to Step 2A.
- Employees in Category I who have spent less than 12 months at Step 2 on the old salary scale as at April 1, 2006 shall move to Step 3 on the new salary scale and then to Step 2A on their increment date.
- Employees in Category I who qualify for advanced placement under Article 5.01 while at, or prior to reaching, Step 3 of the new scale shall progress from Step 3 to Step 2 and then to Step 1 on their increment date.
- Employees in Category I who qualify for advanced placement under Article 5.01 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1 on their increment date.

****Category II**

- Employees in Category II who have spent twelve months at the old Step 1 by April 1, 2006 shall progress to the new Step 1 on April 1, 2006.
- Employees in Category II who have spent less than 12 months at the old Step 1 by April 1, 2006 shall move to the new Step 2 on April 1, 2006 and progress to the new Step 1 on their increment date.

4.03 Recognition of Work Experience for Initial Placement

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

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

4.04 Initial Placement Procedure

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

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

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

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

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

4.05 Payment of Salaries

All employees shall be paid bi-weekly (every second Friday),

5. INCREMENTS

5.01 Advanced Placement Upon Change of Qualifications

This clause applies only to faculty members already employed on term, probationary or continuing appointments.

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

- (a) The completion of an additional degree at the Bachelor's, Master's, or Doctoral level, at a recognized university or college.
- (b) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the faculty member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements for the faculty member's salary category.
- (c) Completion of professional certification equivalent to one (1) year of advanced study relevant to the College role of the faculty member.
- (d) Completion of a teaching certificate or instructor's diploma.
- (e) Completion of a period of research, work experience, or private study, or a combination, equivalent to 1 academic year of advanced study, or the equivalent in part-time study, relevant to the College role of the faculty member.
- (f) Completion of a second Journeyman Certificate, following a formal approved program of study with a duration equivalent to at least 1 academic year, in a trade relevant to the College role of the faculty member.

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

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

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

All activities related to item (e) under this clause must be PLANNED IN ADVANCE by the faculty member and APPROVED IN ADVANCE by the Advanced Placement Review Committee.

The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the Employer and the Union, shall process and review all applications related to item (e), and shall forward its placement recommendations to the appropriate vice-president.

5.02 Increments for Service

For each full-time equivalent year of service to the College an employee is entitled to one (1) increment on the salary scale until he/she reaches the maximum for his/her category. Employees shall receive the increment pay increase on the first pay period following attainment of each full-time equivalent year of service.

5.03 Professional Development Leave

An employee on long-term professional development leave, as defined in Clause 10.01 may, with prior approval, be regarded as a full-time employee for up to twelve (12) months, for purposes of salary increment. An employee receiving an increment for this period may not also claim an increment for any credential earned during this period under Clause 5.01. However, the credential earned shall be used to extend the maximum placement by one (1) Step.

6. CHAIR

6.01 Stipend

- (a) Chairs shall be entitled to an administrative stipend. When it is deemed necessary to appoint an acting chair because of an extended absence of a chair, the acting chair will also receive an amount equal to the amount of stipend that the chair receives.
- (b) In departments in which more than one individual is required for administration, the faculty member(s) designated to assist shall receive up to one-half (1/2) of the chair's stipend. At

the discretion of the dean, the employee's workload may also include designated time for these additional duties.

- (c) In those instances where the College creates a separate department comprising fewer than three (3) faculty FTE, one of the faculty members in that department shall be selected to provide the required administrative services, and shall receive a prorated stipend up to one-half (1/2) the chair's stipend. At the discretion of the dean, the employee's workload may also include designated time for these additional duties.

6.02 Change of Stipend

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

6.03 Duties of Chairs

The duties and responsibilities of the position shall be established by the President or his/her designate, following consultation with the faculty members of the department. Such information shall be made available to all prospective applicants and shall be subject to review by the Joint Faculty/Administration Committee.

6.04 Complement of Chairs

For each department (career program or subject cluster defined by the College) which consists of three (3) or more faculty FTE, a chair shall be appointed. Every faculty member shall belong to a department. Each chair will have a reduced teaching load established from time to time by the dean or director and vice-president in consultation with the chair.

6.05 Appointment of Chairs

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. The President, or his/her designate, shall appoint chairs on the recommendation of the dean, who specify in writing procedures for adequate faculty consultation in the selection process.

6.06 Term of Office of Chairs

The term of office shall be three (3) years with the position being declared vacant and posted for one (1) month, at least 2 months prior to the end of the three (3) year term. The appointment of the incumbent will be automatically renewed if no applications for the position besides the incumbent's are received. An evaluation will be conducted at least once in each chair's term. An evaluation may be conducted at any time during the term of the appointment and may result in an early termination of the chair's assignment. In addition, an evaluation will be conducted upon a request of other employees within the department. When a chair position is vacated during the term, the position shall be posted for two (2) weeks, and a replacement appointed as soon thereafter as is practical.

6.07 Qualifications of Chairs

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

6.08 Allocation of Chair Positions

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

7. WORKING CONDITIONS

7.01 Workload

An annual workload for each employee shall be determined by the employee, his/her chair and his/her dean, working together to consider each of the following factors:

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

A minimum of 12 hours must elapse between the conclusion of a faculty member's scheduled work on one (1) day and the beginning of his/her scheduled work on the next day.

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

Principles

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

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

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

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

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

In the event that exceptional circumstances result in the guideline being exceeded, the faculty member, chair, and dean must agree to the assignment. Compensation for the period of excessive workload shall be agreed to in advance and stated in writing above the signature of the faculty member and the appropriate dean or vice-president.

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

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

The workloads of faculty members within each department must fit the department's normal workload pattern.

When the employee, chair, and dean cannot reach agreement on a faculty member's workload, the matter will be resolved in accordance with Clause 21 of this Collective Agreement. Should the grievance be resolved in favor of an individual faculty member who filed a complaint, his/her workload must be reduced by the beginning of the next term and appropriate compensation arranged for the period of excessive workload.

The Joint Faculty/Administration may refine and revise methods for collecting and interpreting information relating to the establishment of workload patterns which are in accord with the principles stated above.

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

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

Chairs

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

7.02 Weekly Contact Hours

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

Normal maximum contact hours:

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

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

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

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

- (b) Non-Teaching Duty Days

A teaching employee will be expected to be on campus and engaged in College work including department meetings, on weekdays other than 'paid holidays,' and his/her annual

vacation, unless he/she has obtained specific approval to be off campus for professional development under Clause 10 or to perform clearly specified collegework.

7.03 Non-Teaching Employees and Non-Teaching Duties

- (a) Non-teaching employees shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period.
- (b) Chairs in non-teaching areas will receive release time proportional to those in instructional areas.
- (c) Continuing Education & Contract Training and Camosun International Coordinators shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period, plus unscheduled programming time up to an average of seven (7) hours per week. An annual programming assignment will be established by the Coordinator and the dean's designate, and approved by the dean. When a Coordinator and the dean cannot reach an agreement on the workload, the matter will be resolved in accordance with Clause 21 Resolution of Disputes.

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

7.04 Substitute Instructors

(a) Selection:

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

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

Effective September 1, 1995, substitute instructors shall be paid an hourly rate of \$35 per hour and shall receive only statutory benefits, for a period of up to 4 weeks for any single assignment. This hourly rate shall be increased by average percentage increases reflected in the salary scale.

Substitute instructors shall not become union members.

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

Whenever a faculty member is unable to meet a scheduled class because of illness or other reason, he/she shall inform the school's administrative office with as much advance notice as possible. Only the dean, or his/her designate, will cancel a class, and will inform students of any cancellations.

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

When possible, classes will be taught by a substitute instructor. In the event that a substitute instructor cannot be provided, the dean may request a full-time instructor, whom he/she judges to be qualified, to provide instruction for the class(es) affected by the absence of the regular instructor. When a full-time instructor has taught five (5) hours in relief, he/she shall be granted one (1) additional day of vacation at a time mutually agreed upon by the

faculty member and his/her dean or receive payment at his/her current salary rate, at the discretion of the dean.

(c) Overload:

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

An employee who accepts such an overload will either be given time off at a time acceptable to the faculty member, chair, and dean or will receive prorated remuneration and vacation credits.

7.05 Continuing Education (CE)

(a) Faculty members covered by this Agreement shall be given the first opportunity to teach CE courses for which they are qualified.

(b) Instructors of courses generated by CE will be covered by this Agreement and thus paid on the Union scale when the courses are for credit or duplicate courses taught by Union faculty.

(c) When instruction in CE is considered part of an instructor's annual workload, no additional salary will be paid.

(d) When an employee is carrying a full instructional load as defined by this Agreement, additional instruction for CE courses shall be reimbursed according to the current relevant CE scale, except as limited by 7.05 (b). Each full-time equivalent year of teaching at Camosun or a similar institution shall result in a CE increment but shall not result in a salary exceeding the maximum salary on that scale.

7.06 Preparation Time for New Employees

Whenever possible, the employer shall provide for new employees to be employed at least two (2) weeks in advance of assuming a full teaching load. This includes probationary or term appointments of four (4) months duration or longer. A new employee is defined as one having no previous teaching experience or as one required to teach a specific course for which no course material is available.

8. ANNUAL VACATION

8.01 Entitlement

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

The scheduling of annual vacations, including vacation days carried over, shall be carried out by the faculty member, the chair and the dean working together to consider the needs of the College and the interests of the employee. Vacation shall normally be taken in one block, exclusive of the days at Christmas. In any case, each faculty member, with the exception of coordinators, shall have the right to a minimum of six (6) uninterrupted weeks of vacation

(30 days). Vacation is not normally approved during peak work periods, instructional or otherwise.

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

Vacation credit will be based on anniversary of employment. Vacation adjustments occur on September 1st of each year.

With the dean's approval, a faculty member may carry over up to twenty (20) days' vacation for one (1) year only. If a faculty member agrees to waive any portion of his/her vacation time in a situation in which the vacation will not be taken at another time, he/she will be paid for this time in addition to his/her regular salary at the employee's usual rate of pay. In such instances the waiver shall be signed by the faculty member and the dean.

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

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

- (c) Vacation, once approved by the employer, shall not be changed except by mutual agreement between employee and employer,

8.02 Sickness

In the event that an employee requires hospitalization or is seriously ill during his/her 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 dean of the claim within two (2) months of returning to work.

8.03 Unused and Overused Vacation

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

9. PAID HOLIDAYS

The following have been designated as paid holidays:

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

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

10. FACULTY DEVELOPMENT PROGRAM

10.01 Scheduled Development Time for Faculty

Scheduled development time for faculty is based on the recognition of the need for continuous development of faculty members, of educational practice, and of the organization. Scheduled development time and activities support faculty members in the development of their own

learning related to their current or potential role(s) at the College and in the application of their knowledge, skills and awareness to the ongoing development of the College as a learning-centered institution. Scheduled development time and activities support faculty members in responding to identified learning and development needs of students, departments, community groups, the College, and the individual faculty members themselves.

(a) Entitlement to Scheduled Development Time

Every continuing and probationary faculty member, with the exception of Continuing Education and International Education, and Cooperative Education Coordinators and Senior Analysts, shall be granted annually two (2) months' time, or the equivalent, free of regular duties, for approved scheduled development activities (except when reductions apply as per 10.01 (c)). For faculty members who work on the quarter system, the standard development time pattern shall be one (1) quarter every second year. Part time faculty members are entitled to two (2) months or one (1) quarter time at their normal rate of pay.

Except for activities which are approved by the dean or director for deferral as in clause 10(h), scheduled development activities are conducted within a 12 month period commencing April 1st for faculty members on the quarter system and May 1st for all other faculty members. This 12-month period is referred to in this agreement as "the development year":

New faculty members, excluding faculty members converting from term appointments, must be employed by the September preceding each development year in order to be eligible for scheduled development time in that development year, per clause 10 (g)

Term top-up assignments to part-time continuing appointments do not lead to increased scheduled development time.

Continuing Education and Cooperative Education Coordinators and Senior Analysts are each entitled to one (1) month of scheduled development time annually, normally to be taken as a two (2) months' scheduled development activity every second year.

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

(b) Combining Scheduled Development Activities and Professional Development

(i) With the approval of the dean or director, faculty members shall be entitled to take their scheduled development time as part of an extended development project which includes a period of paid or unpaid professional development leave. The criteria for approval of such proposals shall be consistent with the criteria normally used in relation to applications for scheduled development time. Such proposals shall not be unreasonably denied. The provisions for the reduction of scheduled development time in clause 10 (c) do not apply to approved scheduled development activities taken in combination with paid or unpaid professional development leaves.

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

(iii) Time taken on brief professional development activities, approved and funded by the professional development committee, and taken outside the scheduled development period, is not considered part of the faculty member's scheduled development time.

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

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

(c) Reductions in Scheduled Development Time

Scheduled development time for faculty members, including faculty members in their year of retirement, is based on their employment in the previous development year. The following provisions apply, except as noted in 10(b) above:

Faculty on Semester System		Faculty on Quarter System	
Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development time in faculty members' next scheduled development period	Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development in faculty members' next scheduled development period
Two (2) months or less	No reduction	Four (4) months or less	No reduction
		More than four (4) months and up to eight (8) months	One fourth (1/4) of a quarter reduction
More than two (2) and up to six (6) months	One (1) month reduction	More than eight (8) months and up to twelve (12) months	One half (1/2) of a quarter reduction
More than six (6) months	No entitlement to Scheduled Development	More than twelve (12) months	No entitlement to Scheduled Development

Faculty members who incur a reduction in scheduled development time will carry out their regular duties or other assigned duties per clause 7.01 during the remainder of their normal development period.

When a faculty member takes a partial leave of absence for a full year, the scheduled development time will be at the percentage of salary that applies during the rest of the leave of absence.

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

(d) Planning of Scheduled Development Activity

Faculty members applying for scheduled development time submit proposals using application forms and guidelines established by the Joint Committee on Faculty Development. Prior to each development year, forms shall be submitted to the appropriate chair by January fifteenth (15th), and to the dean or director by February first (1st). A formal response by the dean or director to all applications will be made by March first (1st). Proposals which do not receive a response by March first (1st) will be deemed to have been approved. If a faculty member does not submit a formal application by the deadline, he/she is deemed to have forfeited his/her scheduled development time for the coming development year.

The rejection of a proposal by a dean or director does not result in the forfeiture of the scheduled development time, but results in discussions amongst the faculty member, chair, and dean or director about an alternative development activity. Should the faculty member and the

dean or director be unable to agree on a mutually acceptable development activity the matter shall be referred to the Dispute Resolution process (clause 21.01 and 21.02)

(e) Categories of Scheduled Development Activities

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

Professional Development focuses on the faculty member's development of knowledge, skills, and awareness related to his/her educational practice, area(s) of professional expertise, and college role(s).

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

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

While scheduled development projects may include any or all of these categories, over time approximately half (1/2) of a faculty member's activity shall focus on professional development. With approval from their dean or director, faculty members may increase their proportion of professional development.

(f) Scheduled Development Activities

Scheduled development activities respond to a range of individual and institutional needs related to the faculty member's current or potential College role(s). These activities may include but are not restricted to formal or private study, either for credit or not for credit; research; industrial or community liaison; work experience; relevant travel; course, curriculum, and/or program development, review, and revision; exploration and development of new course materials; development of instructional innovation; and participation in the planning or governance procedures of the department, school, or College.

(g) Scheduling of Development Activities

Scheduled development activities shall take place in one (1) uninterrupted block of time, free of regular duties, unless the faculty member agrees to another pattern. The scheduling of the block of development time and arrangements for other patterns will be established by the agreement of the faculty member, the department chair, and the dean or director.

(h) Deferral of Scheduled Development Time

When the dean or director and the faculty member agree that the faculty member's College assignment prevents the faculty member from utilizing all or part of his/her scheduled development time, the faculty member shall defer all or part of the scheduled development time for future use. In other instances, deferrals of scheduled development time are limited to 2 (two) months or one (1) quarter, except in the case of specific projects which require a longer period and meet the approval of the dean. Such projects could include, but are not restricted to university programs, and work or other experience, relevant to the faculty member's role.

Proposals for the use and/or deferral of development time shall not be unreasonably denied, but shall be planned to cause the least possible disruption to students, and, where possible and applicable, to occur in periods of reduced student activity. In cases where programs have limited or no periods of reduced student activity, the College's operating plan will contain a commitment, within the limits of available resources, to provide replacement faculty for faculty members taking scheduled development time.

(i) Accountability for Scheduled Development Activities

Approved scheduled development activities constitute legitimate work assignments that are subject to the same standards and expectations of any normal professional activity undertaken by faculty members. Albeit the nature of these activities reflects development needs and goals of individual faculty members, scheduled development activity constitutes College work that is supported by College resources for the ultimate benefit of the students

served. Accountability for scheduled development is shared by deans/directors and individual faculty members who are responsible for ensuring that scheduled development activities are conducted in accordance with approved plans and standards, and that reports and copies of resulting products are reviewed and shared within the College community, in accordance with JCSD guidelines.

Days of illness during development projects must be reported as sick days in the normal fashion. There is no carry forward of development time lost as a result of illness. When illness interferes with the completion of a scheduled development project, the faculty member, with the agreement of the dean or director, is freed in whole or in part for responsibility for completion of his/her project. In cases of disagreement on the impact of the illness on the faculty member's ability to carry out scheduled development activity, the matter will be resolved through the Dispute Resolution process (Clause **21.01** and **21.02**)

Although some minor variations are to be expected, each faculty member is obligated to carry out the general plan described in his/her approved proposal. The developmental and exploratory nature of some projects may result in not all of the stated goals being achieved. However, major changes must be reviewed and approved by the dean or director in advance of the change. Approval of the next scheduled development project is subject to submission of a report, in accordance with JCSD guidelines, on the previous activities.

10.02 Professional Development Fund

A budgetary item equal to one and one-half percent (**1 1/21**) of employees' salaries shall be set aside annually to be used to:

- (a) pay employees granted leave at part or full salary under Clause **10.01**
- (b) supplement outside funds and/or cover a portion of the non-salary costs associated with approved programs, including exchanges.

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

10.03 Faculty Exchanges

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

10.04 Professional Fees

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

11. PUBLIC OR UNION OFFICE

11.01 Seek Election

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

11.02 Campaign

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

11.03 Leave

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

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

12. COURT APPEARANCES

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

13. LEAVE

13.01 Unpaid Leave

- (a) Unless the request creates serious problems for the Employer, the Employer will grant an employee unpaid leave for up to one (1) year.
- (b) Under special circumstances a leave may be approved or extended to a total of three (3) years. A leave will be for any purpose deemed justifiable by the employee.
- (c) If the leave involves experience of value to the College, as approved in writing by the appropriate vice-president, the faculty member will accumulate seniority and, if applicable, increment credit during the leave. Such approval will be conditional on the leave being used essentially as planned. Advanced placement for activities carried out during the leave is subject to the terms and conditions of Clause 5.01. A faculty member cannot earn both increment credit and advanced placement credit for the same activity.
- (d) Arrangements for the leave must take into account that an employee's annual vacation entitlement will be reduced in proportion to the leave period. This reduction in vacation entitlement will result in an additional period of leave without pay unless there is a mutually acceptable work assignment available during the period which otherwise would have been vacation. During this additional period of leave, employees' benefits will not be affected, and they shall not have their vacation or Scheduled Development entitlement diminished further.
- (e) No term faculty member shall have the right to convert to a continuing appointment under Clause 1.04(d)(v) based on a vacancy created by the third year of the continuing faculty member's leave. The term faculty members replacing the faculty member on leave would retain all other rights under Clause 1.04(d), including the right to count the third year of the continuing faculty member's leave as part of the time required to qualify for conversion to a continuing contract according to Clause 1.04(d)(ii).
Should there be a term faculty member who under the terms of Clause 1.04(d) would qualify for conversion to continuing status were it not for the provisions of the preceding clause, that faculty member's rights vis-a-vis Clause 1.04(d)(v) would be carried forward for one (1) year.

13.02 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death with,

if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

13.03 **Deferred Salary Leave Plan**

Each faculty member with a continuing appointment, part or full-time, is eligible to participate in a Deferred Salary Leave Plan as set out in a contract in the Faculty Benefits Handbook.

13.04 **Pension on Professional Development Leave**

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

14. PARENTAL LEAVE

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

14.01 **Parental Leave**

At the time of the birth of a child to an employee or spouse, parental leave without pay shall be granted upon application to the President. Such applications will normally be made at least three (3) months before the leave is to begin. Should both parents be employees of Camosun College, only one (1) shall be granted the provisions of this clause.

Parental leave shall be for not more than six (6) months, commencing no later than fifty-two (52) weeks following the birth of the child, during which time the Employer shall maintain its contribution to existing benefits as required by the employee.

On return from parental leave, the employee shall be placed in his/her former position or in a position of equal rank and salary.

An employee on parental leave may not also apply for paternal leave under Clause 14.02.

14.02 **Non-Birth Parent Leave**

At the time of the birth or adoption of a child, the non-birth parent shall be entitled to two (2) days of leave with pay. These days will normally be taken during the three (3) month period immediately following the birth or adoption.

14.03 **Adoption Leave**

Upon request, an employee shall be granted leave of absence without pay for up to six (6) months commencing not later than fifty-two (52) weeks following the adoption of a child. The employee shall furnish proof of adoption.

The Employer shall maintain its contribution to existing benefits as requested by the employee for the adoption leave period.

On return from adoption leave, the employee shall be placed in his/her former position or in a position of equal rank and salary.

An employee on adoption leave may not also apply for paternal leave under Clause 14.02.

15. SICK LEAVE

In addition to the provisions below, please refer to Article 9.3 Disability Benefits in the 2004-2007 Common Agreement.

15.01 **Sick Leave**

(a) All employees are entitled to sick leave at 100% of their salary for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single

and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply for eligible employees as defined in clause 17.05.

- (b) All employees shall retain any sick leave credits previously accrued, including any entitlement to payout of such sick leave entitlement pursuant to 15.02.

Note: All employees accrued sick leave days prior to April 1, 2002. Term employees whose contracts were less than 50% or shorter than four months accrued sick leave days up to the date of ratification of the 2004-2007 Collective Agreement.

15.02 Accumulated Sick Leave

Pre-1988 Accumulation

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

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

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

Post-1988 Accumulation

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

Payout on Death

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

15.03 Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her dean, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

The number of days drawn from an employee's sick leave account for family illness cannot cause the employee's own sick leave balance for personal use to fall below twelve (12) days.

Where an employee requires additional days for family illness, up to the maximum number of days allowed within this clause, such extra days may be obtained through application to the Sick Leave Bank.

15.04 Sick Leave Bank

- (a) Each full-time employee who holds an appointment of one (1) year or longer or a continuing part-time employee having a workload of fifty percent (50%) or more, shall, on April 1 of each year, donate one (1) day's sick leave from his/her sick leave entitlement to a sick leave bank until such time as there is in the bank a number of days equal to six (6) times the number of such full-time 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 he/she has repaid the bank one-third (1/3) of the amount, reckoned to the nearest multiple of three (3), which he/she has drawn from the bank. The number of days drawn from an employee's sick leave account for donation to the Sick Leave Bank cannot cause the employee's own sick leave balance for personal use to fall below twelve (12) days.
- (d) An employee who exhausts his/her 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 his/her duties at the College.
- (e) All requests for additional sick leave must be submitted in writing, together with the necessary medical certificates, to the Joint Faculty/Administration Committee which shall make an appropriate recommendation to the appropriate vice-president as to whether the employee is to be granted sick leave from the bank and, if applicable, the number of days to be granted. The Committee may not recommend that an employee receive more days from the bank than are necessary to qualify for Disability Insurance benefits, unless the employee is unsuccessful at receiving LTD benefits and can present medical confirmation of illness.
- (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.

16. WORKERS' COMPENSATION BOARD AND INDUSTRIAL HEALTH AND SAFETY

16.01 Workers' Compensation Board

The Employer 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 his/her regular rate of salary, up to a maximum of one hundred twenty-six (126) days for any one (1) 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 employer. There shall be no deduction from an employee's sick leave as a result of this clause.

16.02 Occupational Health and Safety

- (a) The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Hazardous Products Act or any other statute applicable to the province of British Columbia pertaining to the working environment, shall be complied

with. First Aid kits shall be supplied in accordance with the Occupational Health and Safety Regulations of the Workman's Compensation Act.

- (b) All employees must attend a WHMIS Educational Program within the first two (2) months of employment. Employees handling hazardous materials must also attend a training session within the first two (2) months of employment.

College Joint Occupational Safety and Health Committee

- (c) The Employer agrees to establish and maintain a College health and safety committee. The Joint Occupational Safety and Health Committee shall be composed of at least four members, with representatives from administration, each union, and each major campus. The Union agrees to support the Employer in obtaining representatives to serve on the committee.
- (d) 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 Union. Employees who are representatives of the Joint Occupational Safety and Health Committee shall continue to receive the rate of pay they would have been receiving had they not been attending Joint Occupational Safety and Health Committee meeting.
- (e) No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the Workers' Compensation Act in the opinion of
 - (i) a member of the Joint Occupational Safety and Health Committee;
 - (ii) a person designated by the Joint Occupational Safety and Health Committee; or
 - (iii) an officer of the WCB, after an on-site inspection and following discussion with the representative of the employer.

The employees shall return to the work situation when it is declared by the Joint Occupational Safety and Health Committee to meet the standards.

Injury Pay Provision

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

Transportation of Accident Victims

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

Investigation of Accidents

- (h) 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 Union and President of the College on the nature and cause of the accident. In the event of a fatality, the Employer shall immediately notify the Union of the nature and circumstances of the accident.

Occupational First Aid Requirements

- (i) The Union and Employer agree that they shall comply with Occupational First Aid Regulations made pursuant to the Workers' Compensation Act.
- (j) On the advice of the Joint Occupational Safety and Health Committee, the Employer shall designate an employee as the First Aid Attendant at each major campus. The person so designated will normally be a member of CUPE and will receive the stipend approved in the CUPE Agreement.
- (k) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational

First Aid Certificate shall be borne by the College, and where necessary, leave to take the necessary courses shall be granted with pay.

- (l) When a member of the Union agrees to act as the designated First Aid Attendant at any campus, the member shall receive a stipend equivalent to that received by a CUPE employee having similar first aid qualifications.

Safety Courses

- (m) 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.
- (n) Union representatives on the Joint Occupational Safety and Health Committee are entitled to an annual educational leave in accordance with the Workman's Compensation Act.

17. BENEFITS

17.01 Benefit Details

All benefits shall be considered part of this agreement. Benefit details will be available in an on-line manual. Hard copies will be available at the following offices: Human Resources, all schools, Contract Training and International Education, Cooperative Education, Technology and Learning Support, Faculty Association and other convenient locations.

17.02 Medical Services

The Employer shall pay all of the costs of a Medical Services Plan for all full-time employees. Premiums for employees on less than full-time appointments will be shared on a prorated basis. The premium costs of the Extended Health Benefit Plan shall be borne by the employee. All administrative costs for these plans shall be borne by the Employer. Subject to Clause 17.07 participation in this plan shall be a condition of employment for all employees holding appointments of fifty percent (50%) or greater unless covered in another plan. Appointments of less than fifty percent (**50%**) will also be granted coverage upon application to Human Resources Department.

17.03 Dental Plan

The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time employees. Premiums for employees on less than a full-time appointment shall be shared on a prorated basis. Service and coverage shall not be less than that provided as of January 1, 1982. 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.

17.04 Group Life

For full-time employees, the Employer shall pay one hundred percent (100%) of the premium costs of a group life insurance policy which provides for the payment of fifty thousand dollars (\$50,000) 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.

17.05 Disability Insurance

Eligibility

- (a) All continuing employees with an appointment of at least fifty percent (50%) of a full time workload and term employees with an appointment of at least fifty percent (50%) for four

(4) calendar months or longer are eligible to participate in the plan. Participation of eligible employees in this plan shall be a condition of employment.

Benefit Coverage

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

In order to return to work after a period longer than two (2) years (plus the time before the next semester, etc.) the employee must have maintained or developed the skills and knowledge required for the program to be delivered.

- (f) At the conclusion of the period of time for which the employer will hold an employee's position open under 17.05(d) and (e), an employee in receipt of disability benefits under the group plan shall be entitled to return to a position at the College in accordance with the legal standards and obligations arising from the British Columbia Human Rights Code.
- (g) A person returning from a period of disability will, whenever possible, resume his/her appointment at the beginning of the next semester or quarter or at the next regular intake for students in the relevant course or program. However, the timing of the faculty member's return to work shall not result in more than two (2) months between the cessation of Disability Benefits and the resumption of the faculty member's employment.
- (h) In the case of a term employee, the entitlement to return to the College will not extend beyond the end date of the employee's appointment at the time of the onset of the disability.
- (i) Seniority shall continue to accumulate during the period of disability to a maximum of two (2) years.

17.06 Pension

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

17.07 Coverage for Part-Time and Term Appointments

Employees on part-time (but not continuing) or on full-time term (more than one (1) month but less than four (4) months) shall be entitled to receive medical benefits. In the case of successive term appointments resulting 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.

17.08 Tuition Fees

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

18. RETIREMENT

18.01 Early Retirement

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

18.02 Early Retirement Incentive

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

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

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

19. PARKING

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

20. INDEMNITY

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

21. GRIEVANCE PROCEDURE

21.01 Resolution of Disputes or Complaints

Under the terms of this clause, individual faculty members, the Employer and/or the Union as a whole may raise complaints or attempt to resolve disputes concerning the administration, application, interpretation or alleged violation of this Agreement; or any question as to whether the matter is arbitratable; or other matters relating to employment at the College.

The Union and the Employer agree to attempt to resolve disputes and complaints at the earliest possible stage through procedures which bring together the concerned faculty member(s) and the appropriate excluded administration for frank and open discussion. A faculty member registering a complaint is entitled to have a representative of the Union present for such discussions.

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

Discussions shall proceed according to the following sequence:

(a) Informal Dispute Resolution

Step one

The complainant first discusses the complaint or dispute with the appropriate administrator in an effort to resolve the matter promptly and informally.

Step two

Failing resolution at step one, either party may refer the matter to a mediator assigned on a rotational basis from a list of mediators agreed to by the Union and the Employer. The parties may, by mutual consent, appoint a mediator that does not appear on the list of mediators agreed to by the Union and the Employer. If the mediator is not able to mediate a resolution to the dispute or complaint consistent with the Collective Agreement within twenty (20) working days, the dispute or complaint may be referred to formal grievance.

The costs of mediation shall be shared equally by the Union and the Employer.

(b) Formal Grievance Procedure

All formal grievances shall be initiated by the Union.

Step Three – President

Failing a resolution at step one or two, the President shall receive written submissions from both parties. The respondent shall submit its response within fifteen (15) working days from the date on which the President received the complainant's submissions. The President retains the option of calling the parties together to seek or recommend a resolution. Should no resolution acceptable to the parties be achieved, the President will provide a written decision within 10 (ten) working days of receiving the respondent's submissions. If the Union determines within 10 (ten) working days of receipt of the President's written response that the decision is not acceptable, the Union has the option of taking the grievance to Arbitration.

Step Four – Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the Agreement the name of its appointee on an arbitration board. Within seven (7) days thereafter, the other party shall indicate the name of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial chairperson.

If the recipient of the notice fails to appoint an arbitrator, or the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be according to the laws of British Columbia.

Notwithstanding the foregoing, the Union and the Employer may agree to use a single arbitrator. The parties will share the cost of the single arbitrator equally.

The Arbitration Board shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of its first meeting.

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties.

The Arbitration Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitration Board shall not have the power to change this Agreement or alter or amend any of its provisions.

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

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints;

(ii) one-half (1/2) of the fees and expenses of the chairperson.

21.02 Variation of Procedure

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

22. UNION MEMBERSHIP AND DUES

22.01 Bargaining Unit Definition

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

22.02 Membership

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

22.03 Dues

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

23. UNION RIGHTS

23.01 Individual Agreements

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

23.02 Fair Treatment

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

23.03 Leave for Union Business

Approved leave of absence with pay will be granted to:

- (a) an employee who is representative of the Union;
- (b) an employee called to appear as a witness before an arbitration board.

23.04 Release Time

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

A CCFA member elected to office in the Federation of Post Secondary Educators shall be granted leave from the College, upon request, with adequate notice given to the College.

Release time, holidays, and benefits shall be charged to the Union at the rates of the person on leave.

Individuals on leave to work for the Union or F.P.S.E. shall accrue seniority, be eligible for service increments, and be accorded all benefits under this contract in accordance with his/her employment status at the commencement of leave.

(b) Professional Meetings

(i) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with his/her dean up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of the Federation of Post Secondary Educators (F.P.S.E.) of British Columbia or registered professional associations.

(ii) Up to four (4) times a year during the 3:30 - 5:30 p.m. period, faculty members covered by this agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the Union. The dean may cancel the classes or make other arrangements at her/his discretion.

23.05 Picket Lines

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

23.06 Struck Work

No employee shall be required to add to his/her normal duties or functions so as to do or assist anyone doing any duty or function of any job of any employee on strike or lockout by any employer.

24. SAFEGUARD AGAINST SALARY REDUCTIONS

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

25. USE OF TERMS

Whenever a singular or gender-specific term is used in the Agreement, it shall be considered to refer to the plural and to all genders where the context requires.

The term "Coordinator" refers to faculty positions within the following areas: Continuing Education, Cooperative Education, Contract Training, and Camosun International.

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

26. TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect from the 1st day of April, 2004 through the 31st day of March, 2007 and shall continue in force until the renewal of this Agreement.

27. COLLECTIVE BARGAINING

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

(b) If thirty (30) days after the expiry of this Agreement, or of the award of an arbitration board, or at the conclusion of a period of negotiation agreed to by the parties, whichever is longer,

no agreement has been reached between the parties as to the terms of a new agreement, either party may refer the matters in dispute to a Board of Arbitration, as determined in (c) of this section. The decision of the Board of Arbitration shall be binding on the parties to this Agreement until the next anniversary date of the Agreement.

- (c) On or before the date of conclusion of the period of negotiation agreed to by the two parties, should there be no agreement between the parties as to the terms of a new Collective Agreement, the parties shall reach a decision as to the form of compulsory binding arbitration which shall be used.
- (d) Either party or both parties may refer unresolved matters to the mediation services of the Labour Relations Board, prior to referring the dispute to binding arbitration, with the costs of the mediation to be shared equally by the two parties.

28. EMPLOYEE APPRAISAL

28.01 Process

- (a)
 - (i) An evaluation of each continuing employee shall be completed at least once every three (3) years. After two (2) evaluations confirming the faculty member's competence, a simple statement by the dean added to the faculty member's file, attesting to continuing satisfactory performance shall normally meet the requirements of this clause. The methods of evaluation and the criteria to be used shall be developed by the dean or Vice- President as appropriate in consultation with the chairs in the School. The methods of evaluation and the criteria used shall be fair and reasonable. The dean or vice-president as appropriate will ensure that all employees are aware of the methods of evaluation and criteria to be used.
 - (ii) All faculty members on term appointments shall be evaluated according to the procedures established for their school within the first 8 (eight) months of aggregate appointment periods (independent of percentage of full-time employment). A second evaluation shall be completed prior to the completion of four (4) semesters or six (6) quarters of employment, also irrespective of the percentage of full-time employment.
- (b) When a formal performance review of an employee is completed, that employee will be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for the employee's signature to indicate that he/she has read the report and either accepts or rejects the appraisal. No employee shall initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. The employee shall receive a copy of the report. Changes in the methods of formal evaluation will be discussed with the appropriate Union representative before being implemented. An appraisal 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.
- (c) The completed appraisal shall be available only to the employee, his/her chair, his/her dean, the appropriate vice-president, and the President. In the event of a dispute or legal action, the appraisal shall be available to a joint Union/Employer Committee, an arbitrator board and the legal counsels of the Employer and the Union.

29. TECHNOLOGICAL CHANGE

- (a) Technological change shall mean any change in the method of operation or equipment which results in an employee's services no longer being required in the same capacity.
- (b) Prior to introducing technological change, the employer shall notify the Union and the employee(s) affected in writing of the intended change, with a statement of foreseeable

effects and repercussions on employees. Such notice shall be given as far in advance as possible but no less than four (4) months prior to the change being introduced.

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

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

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

30. VACANCIES

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

All external advertising of vacant positions at the College will be posted on designated College bulletin boards in each College centre and will be forwarded to any employee laid off within the previous two (2) years.

31. ENTREPRENEURIAL ACTIVITY

Any employee under this Agreement who plans to undertake income producing employment outside the College will consult with his/her dean prior to making any such commitments.

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

32. PERSONNEL FILES

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

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

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

33. ACADEMIC FREEDOM

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

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

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

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

34. NO DISCRIMINATION

The Employer shall not discriminate with respect to any employee, in hiring or in any matter related to College employment, on the basis of age, race, creed, colour, ancestry, place of origin, nationality, political or religious beliefs or affiliations, gender, sexual orientation, family status, marital status, disability, or summary or criminal conviction unrelated to employment responsibilities.

35. LOCAL IMPLEMENTATION OF COMMON AGREEMENT

The Common Agreement dated April 1, 2004 to March 31, 2007 and attached herein forms a part of this Collective Agreement with the following amendments.

- (a) Article 2.3.4: Replace the third paragraph with the following:
If the parties do not mutually agree upon an investigator, they will use an investigator from the list of investigators found in Appendix "B" of the Common Agreement.
- (b) Article 2.3.5(c): Add to the third sentence ("The report should refer to individuals involved by initials only"): "... or by number where needed to protect confidentiality."
- (c) Article 3.2.4: The statement in the first paragraph "Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties" is understood to mean that referrals occur after Step 3 of the local resolution of complaints and grievance procedure.
- (d) Article 3.2.6: The statement "Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC" is understood to mean that referrals occur after Step 3 of the local grievance procedure.
- (e) Article 14.1(d): The clause shall be interpreted having regard to the particular nature of the instructional assignment

APPENDIX A – PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

The Committee shall consist of faculty representatives as follows:

- (a) One from Access and First Nations
- (b) Two from Arts and Science
- (c) One from Business
- (d) One from Health and Human Services
- (e) One from Trades and Technology
- (f) Two (total) from other than the above named schools, including the Registrar's Office, Technology and Learning Support, CT/CE, International Education, Co-operative Education and Systems Development, and Education Support and Development
- (g) Two elected by the Camosun College Faculty Association (one who becomes chair and one other elected member)

The Committee shall also include two deans, directors, associate deans, or associate directors.

2. TERM OF OFFICE

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

3. DUTIES OF THE COMMITTEE

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

APPENDIX B – CHAIR’S STIPEND

Effective	April 1, 2006	\$ 3,160.23
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APPENDIX C –JOINT FACULTY/ ADMINISTRATION COMMITTEE

1. COMPOSITION OF THE COMMITTEE

For the purposes of this Agreement, the Joint Faculty/Administration Committee shall be a standing committee of six (6) members. Three (3) members shall be appointed by the Union and three (3) members shall be appointed by the Employer.

2. TERM OF OFFICE

The members shall serve for one (1) year, September 1 to August 31. Members may serve up to three (3) consecutive terms.

3. CHAIRPERSON

The chairperson of the Committee shall be elected from the members. The chairperson may vote.

4. QUORUM

A quorum shall consist of at least two (2) each of faculty and administration.

5. CONFLICT OF INTEREST

If any member of the Committee is directly involved in a matter referred to the Committee, the Employer or Union, as appropriate, shall appoint an alternate member for that case.

6. DUTIES OF THE COMMITTEE

- (a) To review requests for additional sick leave and to make recommendations to the President concerning withdrawals from the Sick Leave Bank.
- (b) To review matters specified in the Agreement and make recommendations as appropriate.

7. RESOLUTION OF ISSUES

A motion shall be passed by a simple majority of votes. Unless the Agreement specifies otherwise, when the Committee is unable to reach

LETTER OF AGREEMENT

between

Camosun College

and

the Camosun College Faculty Association

RE PHASED RETIREMENT

Camosun College ("College") and Camosun College Faculty Association ("Union") hereby agree to incorporate the following article into the Collective Agreement on receipt of the approval of the College Pension Plan Board of Trustees.

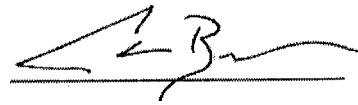
If the College Pension Board of Trustees does not provide approval of the article, the parties agree to negotiate in good faith to reach agreement on an alternative plan and article satisfactory to the Union, the College, and the College Pension Plan Board of Trustees.

**Signed for the Camosun College
Faculty Association**



October 11, 2006
Date

Signed for Camosun College



October, 11 2006
Date

18.03 Phased Retirement

Faculty 55 years of age or older and with 10 years or more employment in the College who have retired are eligible to apply for phased retirement positions in their department or work area.

The establishment of each such position requires the agreement of the appropriate vice-president. Information concerning whether or not the vice-president will agree to the creation of a phased retirement position in a given department or work area will be made available to those faculty members applying for such a position.

A phased retirement position is a 50% appointment which will extend until the employee reaches the provincial mandatory retirement age.

In no instance shall the elimination of a phased retirement position take place prior to twenty-four (24) months after commencement of the initial assignment, and any notice of layoff shall not be issued until after this initial twenty-four (24) month period. In the College's annual budget process the positions temporarily designated as phased retirement positions will be considered regular continuing positions.

The search to fill phased retirement positions will be restricted to faculty who have worked in the department or work area in which the position is being offered. To be eligible, candidates must meet the age and service requirements and must terminate their employment with the College. The College will fill the phased retirement position within one (1) month of the creation of the vacancy. If the remaining 50% position is to be filled, it will be filled in accordance with the College's normal selection procedures.

Following the termination of their employment with the College, faculty in this plan may commence their receipt of pension benefits subject to the terms of and their eligibility under the College Pension Plan. While the employee is on phased retirement, the employer's former pension contribution will be prorated and placed into an employee nominated RRSP plan.

There is no other cash or bonus incentive to this plan.

Phased retirement faculty covered under this article will have the same rights and benefits as 50% continuing faculty except for those limitations established by the B.C. Pension Corporation and are not subject to the probationary provisions of Article 1.03. Phased retirement faculty will have the same performance review obligations as 50% continuing faculty members.

Work patterns will be for a twelve (12) month period at a fifty percent (50%) workload unless the employer and the employee agree otherwise.

Employees who moved into phased retirement prior to July 31, 2003 shall not be adversely affected by changes to the program.

LETTER OF AGREEMENT

between

The Camosun College Board of Governors

and

The Camosun College Faculty Association

RE: ADVANCED PLACEMENT REVIEW COMMITTEE

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

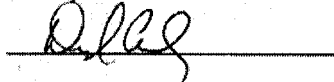
The CCFA and the College President shall each appoint two (2) members to the Committee. The term of office shall normally be two (2) years with staggered terms to ensure continuity. Initially, some members will be appointed for one (1) year terms by mutual agreement. The Committee will include one (1)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

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

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

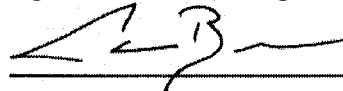
The process of review, inclusive of the decision of the appropriate Vice-President, will occur on a quarterly basis.

Signed for the Camosun College
Faculty Association



October 11, 2006
Date

Signed for Camosun College



October 11, 2006
Date

LETTER OF AGREEMENT

between

The Camosun College Board Of Governors

and

The Camosun College Faculty Association

RE: JOINT COMMITTEE ON SCHEDULED DEVELOPMENT

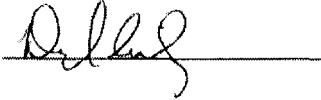
Camosun College and the Camosun College Faculty Association agree to participate in a committee, to be named the Joint Committee on Scheduled Development, which will have these principal functions:

- Undertake the refinement and development of consistent procedures and guidelines for planning, proposing, reporting on, and reviewing scheduled development activities and on disseminating information on scheduled development outcomes.
- Provide an annual report on the effectiveness of the scheduled development program in achieving its objectives and where necessary recommend changes.
- Distribute information on scheduled development activities, and by December first (1st) of each year, publish suggestions for Scheduled Development projects.

The annual report shall be submitted to the Vice President of Education and Student Services and the President of the CCFA by March thirty-first (31st) of each year. Recommendations in the report require the approval of both the CCFA and the College.

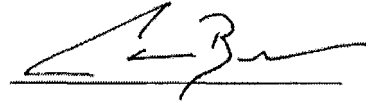
The committee shall be comprised of three (3) CCFA representatives and three (3) representatives of the administration.

**Signed for the Camosun College
Faculty Association**



October 11, 2006
Date

Signed for Camosun College



October 11, 2006
Date

LETTER OF AGREEMENT

between

Camosun College

and

Camosun College Faculty Association

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS

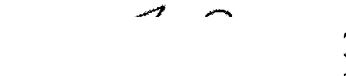
Camosun College and Camosun College Faculty Association hereby agree that Camosun College Faculty Association members, either on secondment or temporary assignment to an administrative position for a period of up to six (6) years, will retain their Camosun College Faculty Association membership, pay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

**Signed for the Camosun College
Faculty Association**



October 11, 2006
Date

Signed for Camosun College



October 11, 2006
Date

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

Camosun College Faculty Association

RE: POST-RATIFICATION PROCESS FOR AMENDMENT OF THE COLLECTIVE AGREEMENT


1. The parties agree to address the following topics with the process described in this letter of agreement:
 - (a) Regularization, including persistence of regularization rights: clause 1.04
 - (b) Joint Faculty Administration Committee: including clauses 1.04(f), 3.04(b), 6.03, 7.01, 15.04(e), 29(b), and Appendix C.
 - (c) Layoffs: Clauses 3.01 and 3.03
 - (d) Process for determining the suitability of qualifications of faculty members pursuant to clause 3.02
 - (e) Manners in which the College and the Union can respond to increased market competition and other external factors which adversely affect the College, the Union, and its members.
 - (f) Department size and structure
2. The parties agree to discuss the above topics after ratification of this agreement with the aim of achieving mutually agreeable amendments. Failing agreement on any amendment, the language contained in the 2004-2007 collective agreement shall prevail.
3. Discussions on these topics will conclude within a timeline to be agreed on. These timelines may be extended by mutual agreement.

Signed for **the Camosun College
Faculty Association**



October 11, 2006
Date

Signed for **Camosun College**



October 11, 2006
Date

MEMORANDUM OF AGREEMENT

between

Camosun College

and

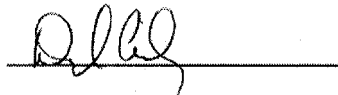
Camosun College Faculty Association

Subject to ratification by both parties, the Collective Agreement between them for 2004-07 consists of the following:

1. The 2001-04 Local agreement provisions ("The Local Agreement") and the **2001-2004** Common Agreement, except where they are modified by other provisions of this memorandum.
2. The agreed items documented by signed green sheets.
3. The parties agree that the percentage wage increase applied to the new Step 3 to create a new Step 2A will be the same as the percentage wage increase applied to the old Step 1 to create the new Step 12 upon application of the "me too" provision in the Mid-Table Settlement Agreement.
4. The parties agree that Step **2A** shall receive the same percentage or dollar increase (depending on the method of allocation) as the top step in future rounds of collective bargaining. This increase shall not cause Step 2A to be higher than Step 2.

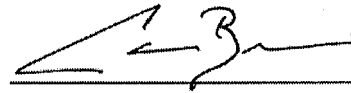
Agreed and signed on April 4, 2006

**Signed for the Camosun College
Faculty Association**



October 11, 2006
Date

Signed for Camosun College



October 11, 2006
Date

Camosun College

E. Ashton
Liz Ashton
President

Oct 12, 2006
Date

Dennis Powers
Dennis Powers
Executive Director,
Human Resources

Oct 12, 2006
Date

CCFA

Susany Johnston
Susany Johnston
President

Oct 11, 2006
Date

Darryl Ainsley
Darryl Ainsley
Chair,
Contract Negotiations Committee

October 11, 2006
Date

PSEA Board
of Directors

Dr Nick Rubidge
Dr Nick Rubidge
PSEA Chair

19 October 06
Date

C O M M O N A G R E E M E N T

between

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

and

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

For the term of
April 1, 2004 to **March 31, 2007**

List of the Common Parties

Employers' Bargaining Committee on behalf of

College of New Caledonia, College of the Rockies, Douglas College, Nicola Valley Institute of Technology, North Island College, Northwest Community College, Selkirk College, Vancouver Community College.

Federation of Post-Secondary Educators on behalf of

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), College of the Rockies Faculty Association (FPSE Local 6), Douglas College Faculty Association (FPSE Local 4), North Island College Faculty Association (FPSE Local 16), Nicola Valley Institute of Technology Employees' Association (FPSE), Selkirk College Faculty Association (FPSE Local 10), Vancouver Community College Faculty Association (FPSE Local 15).

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DEFINITIONS

"Agreement" or "Common Agreement" means this Agreement reached between the employers and the Unions as defined in the Protocol Agreement dated May 27, 2004.

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

"Employee" means a person employed within a bargaining unit represented by one of the unions as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.

"Employer" means one of the "Employers" as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.

"Institution" means a college, university college, institute or agency created under the College and Institute Act, Open Learning Agency Act or Institute of Technology Act that has ratified the Common Agreement.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 3.2 below.

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

"Local parties" means the institution and local bargaining unit where both have ratified this Agreement.

"Local provision" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"Local union" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"Ministry" means the Ministry of Advanced Education

"Parties" or "Common Parties" means the employers and unions identified in the Protocol Agreement of May 27, 2004 that have ratified this Agreement.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association established for post-secondary colleges and institutes under the *Public Sector Employers' Act*.

"Ratification" means the acceptance by a local union and by an institution and the PSEA of the terms of the Common Agreement pursuant to the Protocol of May 27, 2004.

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

ARTICLE 1 – PREAMBLE

1.1 Purpose of Common Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict with Policies

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

1.4 Singular and Plural

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

ARTICLE 2 – HARASSMENT

2.1 Statement of Commitment

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

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

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

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

2.2 Definitions

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

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

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

As of this date, the grounds protected against discrimination by BC's **Human Rights Code** [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

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

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

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

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

2.3.3 Mediation

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

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

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

2.3.4 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

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

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

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

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

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

2.3.2 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) Reliance on Report of Third Party Investigator
Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.
The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.
- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

2.4 Findings

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

2.4.2 The determination will:

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

2.5 Rights of the Parties

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

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

- 2.5.1 The above noted procedure does not restrict:
- (a) The employer's right to take disciplinary action;
 - (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.
- 2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.
- 2.6 **False Complaints, Breaches of Confidentiality and Retaliatory Action**
Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline. Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.
- 2.7 **Local Discussion**
The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.
- 2.8 **Relation to Other Agreements**
Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

ARTICLE 3 – EMPLOYER/UNION RELATIONS

- 3.1 **Human Resources Database**
The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.
The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.
The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.
The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.
- 3.1.1 **Relevant Matters include:**
- (a) **Health and Welfare**
 - (i) Types of coverage
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)
 - (vii) Carrier contracts
 - (b) **Collective Bargaining**
 - (i) Salary information by classification

- (ii) Demographics: age, sex, salary, placement, status
- (iii) Analysis of local collective agreements within the system
- (iv) Pension plan participation rates
- (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
 - (i) Jurisdictional Disputes Resolving process
 - (ii) Suspension and Discharge Grievance Resolution
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

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

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

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

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

3.2.5 Process and Costs

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

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

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

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

3.2.6 Suspension and Discharge Grievance Resolution

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator,

Process, timelines and costs will be in accordance with Article 3.2.5.

3.3 Jurisdictional Dispute Resolving Process

3.3.1 Preamble

The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

3.3.2 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.

- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - (i) job elements;
 - (ii) past practice;
 - (iii) impact on industrial relations;
 - (iv) community of interest;
 - (v) employee preference, fairness and equity;
 - (vi) certification definition(s);
 - (vii) and such other factors as deemed appropriate by the Umpire.
- (k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- (l) The parties will accept the decision as final and binding on each of them.

3.4 Contract Training and Marketing Society

This Article is suspended and has no force or effect for the term of this Agreement commencing April 1, 2004.

3.4.1 The Parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance, and support the initiatives of participating member institutions.

The Parties agree to work together to assist the CTM to achieve its objectives as set out below.

3.4.2 Objectives of the Contract Training & Marketing Society

- (a) To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- (b) to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, *unions*, international education agencies and others in order to support courses, programs and services.
- (c) to assist institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.
- (d) to enhance employment opportunities within the system
- (e) to facilitate the development of programs and services in response to contract training needs
- (f) to assist institutions in the establishment, development and enhancement of contract training capacities
- (g) to effectively market contract training and service abilities of the public post secondary system
- (h) to assist institutions to design contract training activities
- (i) to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities

- (j) to provide a single contact point or referral agency when desired between purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
 - (k) **to enable institutions to produce surplus revenues in support of the institution**
- 3.4.3 Structure of the Contract Training & Marketing Society
- (a) Membership:
 - (i) One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
 - (ii) Despite (a) above, there will only be one vote per institutional member and one vote per institution for faculty/instructor representation.
 - (b) Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology
 - (c) Membership Activities:

Approval of the annual business plan of the Society
 - (d) Director Activities:

Supervise and report the activities of the Society
 - (e) Society Activities:
 - (i) to develop appropriate annual financial/business plans
 - (ii) to appoint staff as required to fulfil operational requirements
 - (iii) to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
 - (iv) to facilitate the co-ordination of contract training/marketing/career development activities
 - (v) to develop strategies for marketing contract training
 - (vi) to meet with potential "customers" to promote the system
 - (vii) to meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
 - (viii) to review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs
 - (ix) to liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
 - (x) to develop an inventory of contract training expertise of institutions
- 3.4.4 Administration
- (a) To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:
 - (i) to participate along with representatives of the Parties in training initiatives of the CTM
 - (ii) to assist with the development of an effective communication method at the local level
 - (b) Parties to this Agreement will advise the CTM of
 - (i) the names of institutional and bargaining unit members

- (ii) the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM
 - (c) CTM will send copies of invitations to tender and final contracts to the member(s) under 3.4.3(a)(i) above at affected institution(s) and to a designated representative of each of PSEA, FPSE and the BCGEU
- CTM will annually provide the Parties and the Ministry of Advanced Education, Training and Technology with a report on its activities. This report shall include:
- A descriptive abstract of the project(s) undertaken by CTM
 - The bargaining unit(s) involved and the monetary value to the institution involved in the project
 - A listing of projects on which CTM was asked to bid but was not awarded and, if possible, a brief rationale of the reason(s) the project was not awarded.

3.4.5 Funding

The Parties recommend that funding continue to be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

3.4.6 Performance of Certain Work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by and in accordance with this Agreement at the institution. The allocation of work arising from a CTM contract will respect established practice and the jurisdictions established by local collective agreements, including collective agreements covering employees not covered by this Agreement. Allocation of work to employees other than bargaining unit members covered by this Agreement will occur only with the written agreement of the local parties.

3.4.7 Non-signatories

Where an institution is not a signatory to this Agreement, contracts for project work may be awarded through CTM on a case by case basis provided that the local parties mutually agree to adhere to the provisions of this Article.

3.4.8 Waivers

Where a waiver of any specific article in a collective agreement has been granted as per Article 3.4.4(b)(ii), JADRC will receive a copy.

3.5 Leave of Absence for College Committees and Union Leave

3.5.1 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

3.5.2 Union Leave

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

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

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

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

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

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

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

3.5.3 Additional Union Leave Without Pay

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

ARTICLE 4 – PRIOR LEARNING ASSESSMENT

4.1 Definition

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

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

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

4.2 Prior Learning Assessment as Workload

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

4.3 Training in Prior Learning Assessment

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

4.4 Prior Learning Assessment Coordinators

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

ARTICLE 5 – COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

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

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

5.1.2 belongs to the institution where one or more employees:

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

5.2 Employer Rights to Materials Copyrighted by Employee(s)

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

5.3 Employee Rights to Materials Copyrighted by the Employer

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

5.4 Joint Review

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

ARTICLE 6 – JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

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

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

6.1.2 Definitions

"Department" or "functional area" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

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

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

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

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

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

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions
 - (ii) the types of appointment categories contained in the collective agreement
 - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
 - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
 - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
 - (vi) requirements relating to the accumulation of severance and the condition for payment of severance
- (b) Amendments to existing employee security and regularization provisions must include:
 - (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year.
or
 - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year
 - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month

period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.

- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
 - (i) entitlement to confirmation of appointment as a regular employee
 - (ii) requirements for a probationary period post-conversion of at least twelve months
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status
 - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
 - (v) limitations on concurrent regular appointment at more than one institution
 - (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
 - (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
 - (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position
 - (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses
 - (x) implications for existing appointment types
 - (xi) the cost implications for the employer of any changes and the impact on student access, employees and services

6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
 - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
 - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
 - (i) An agreement to:
 - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

(2) maintain the current local collective agreement provisions respecting employee security and regularization,

(ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

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

(a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or

(b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

6.1.6 Jurisdiction

(a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:

(i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC

(ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia

(iii) the cost implications for the employer of any changes and the impact on student access, employees and services

(b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.

(c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.

(d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

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

6.2 Program Transfers and Mergers

6.2.1 Notice of Program Transfer / Merger

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

6.2.2 Transfer/Merger Agreements

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

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

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

6.2.3 Disputes

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

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

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

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

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) **Institutions will post** on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 – Form 1).
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

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

- (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) **Employees Not Eligible**
 Employees are not eligible for listing on the Registry if they have:
- (i) had their employment terminated for just and reasonable cause;
 - (ii) accepted early retirement, or
 - (iii) voluntarily resigned their employment.
- 6.3.3 Applying for Available Positions**
- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
 - (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.
- 6.3.4 Rights for Registrants**
- (a) **Entitlement for Interview**
 Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.
 The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.
 - (b) **Entitlements for Successful Applicants**
 - (i) **Orientation/Training:** A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
 - (ii) **Benefits:** Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
 - (iii) **Seniority:** All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
 - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
 - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
 - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.

- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

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

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

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

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

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

6.4.2 Menu of Labour Adjustment Strategies

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

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

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

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.

- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment,
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

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

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

6.4.3 Layoffs May Occur

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

6.4.4 No Stacking of Entitlements

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

6.5 Contracting Out

6.5.1 Additional Limitation on Contracting Out

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

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are recurrently performed by bargaining unit employees.

6.5.2 Certain Inter-institutional Arrangements Permissible

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

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

6.6 Education Technology/ Distributed Learning

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

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

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

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

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

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

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

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

6.6.8 Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the

appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

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

ARTICLE 7 – LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grand parents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee.

7.2 General Leave

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

7.3 Seniority Accrual

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

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

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

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payments shall be on the same basis as if the employee were not on leave.

- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 7.8.1 above. Such additional leaves shall be pursuant to Article 7.2 General Leave.

7.9 Jury Duty and Court Appearances

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

7.10 Public Duties

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

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

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

7.11 Exchange Leave

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

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

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

7.12 Deferred Salary Leave

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

ARTICLE 8 – PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

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

8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

- 8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.
- 8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.
- 8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

8.3 Benefits Continuation

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

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

- 8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.
- 8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4 Supplemental Employment Benefit for Maternity and Parental Leave

- 8.4.1 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 her salary calculated on her 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 her salary calculated on her 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 her average base salary.
 - (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child 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 his/her average base salary.
 - (e) The average base salary for the purpose of Article 8.4.1(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.
- 8.4.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.
- 8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

ARTICLE 9 – HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

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

- 9.1.2 **Committee Mandate**
 The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:
- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
 - (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
 - (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
 - (d) Tendering of contracts.
- Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.
- 9.1.3 **Savings**
 All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.
- 9.1.4 **Constraints**
 The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.
- 9.1.5 **Costs of the Joint Committee**
 The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 Specific Benefits

- 9.2.1 **Benefit Provisions**
 The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:
- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
 - (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
 - (iv) **Medical Travel** Referral Benefit shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.
 - (c) Group Life and Accidental Death and Dismemberment Insurance
 Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

(d) Dental Plan

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

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

(e) Termination of Coverage

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

9.2.2 Flexible Benefit Plan Impact

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

9.2.3 Level of Health and Welfare Benefits

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

9.3 Disability Benefits

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

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

- Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- Employer payment of premiums for both short-term and long-term disability benefits
- Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- Mandatory rehabilitation as described in the JCBA plan
- Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

- 9.3.3 Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:
- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
 - (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.
- 9.3.4
- (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.
 - (b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.
- 9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.
- 9.3.6 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 – PENSIONS

10.1 Mandatory Enrolment

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

10.2 Existing Employees

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

ARTICLE 11 – EARLY RETIREMENT INCENTIVE

11.1 Definition

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

11.2 Eligibility

- 11.2.1 An employee must be at the highest achievable step of the salary scale.
- 11.2.2 An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

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

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

- 11.3.2 An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.
- 11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

ARTICLE 12 – SALARIES

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A. Option 1 in Appendix A applies only to bargaining units that elected the net zero stipend, Option 2 applies to all other bargaining units.

12.2 Secondary Scale Adjustment

- 12.2.1 Effective April 1, 2006, all steps on secondary scales will be increased by one and one-half percent (1 1/2%) or by the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary Scale, whichever is greater.
- 12.2.2 Despite Article 12.2.1 above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1.

12.3 Maintenance of Placement

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

12.4 Calculation of Pay

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

12.5 Overload

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

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

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

ARTICLE 13 – EFFECT OF THIS AGREEMENT

13.1

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

13.2

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

13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 – Harassment
- Article 3.1 – Human Resource Database
- Article 3.2.1 – 3.2.5 – Joint Administration and Dispute Resolution Committee
- Article 3.2.6 – Suspension and Discharge Grievance Resolution
- Article 3.3 – Jurisdiction Dispute Resolution Process
- Article 3.4 – Contract Training and Marketing Society
- Article 4 – Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 – Program Transfers and Mergers
- Article 6.3 – Registry of Laid Off Employees
- Article 6.4 – Targeted Labour Adjustment
- Article 6.7 – Educational Technology/ Distributed Learning
- Article 7.8 – Compassionate Care Leave
- Article 9.1 – Joint Committee on Benefits Administration
- Article 9.3 – Disability Benefits
- Article 12.1 and Appendix A – Provincial Salary Scale
- Article 12.2 – Secondary Scale Adjustment

13.4

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

ARTICLE 14 – INTERNATIONAL EDUCATION

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

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

14.1 General

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

14.2 Expenses

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

14.3 Health and Welfare Benefits

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

Limitations:

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

14.4 Emergencies and Emergency Evacuation

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure

that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.

- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if she/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

14.5 Orientation and Return

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

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

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

14.6 Application

Article 14 shall apply to local unions as follows:

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

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

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

ARTICLE 15 – HEALTH AND SAFETY EQUIPMENT

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by Workers' Compensation.

ARTICLE 16 – TERM

This Agreement shall be in effect from April 1, 2004 to March 31, 2007, and shall continue in force until the renewal of this Agreement.

APPENDIX A
Provincial Salary Scale

Option 1

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006 <i>See Note 1</i>	April 1, 2006 STEP	April 1, 2006 to March 31, 2007 <i>See Notes 2, 3, and 4</i>
				1	\$ 75,674 <u>\$ 1,513</u> \$ 77,187
1	\$ 73,257	\$ 73,257	\$ 73,257 <u>\$ 1,465</u> \$ 74,722	2	\$ 73,257 <u>\$ 1,465</u> \$ 74,722
2	\$ 68,238	\$ 68,238	\$ 68,238 <u>\$ 1,365</u> \$ 69,603	3	\$ 68,238 <u>\$ 1,365</u> \$ 69,603
3	\$ 65,445	\$ 65,445	\$ 65,445 <u>\$ 1,309</u> \$ 66,754	4	\$ 65,445 <u>\$ 1,309</u> \$ 66,754
4	\$ 63,048	\$ 63,048	\$ 63,048 <u>\$ 1,261</u> \$ 64,309	5	\$ 63,048 <u>\$ 1,261</u> \$ 64,309
5	\$ 60,651	\$ 60,651	\$ 60,651 <u>\$ 1,213</u> \$ 61,864	6	\$ 60,651 <u>\$ 1,213</u> \$ 61,864
6	\$ 58,254	\$ 58,254	\$ 58,254 <u>\$ 1,165</u> \$ 59,419	7	\$ 58,254 <u>\$ 1,165</u> \$ 59,419
7	\$ 55,857	\$ 55,857	\$ 55,857 <u>\$ 1,117</u> \$ 56,974	8	\$ 55,857 \$ 56,974
8	\$ 53,460	\$ 53,460	\$ 53,460 <u>\$ 1,069</u> \$ 54,529	9	\$ 53,460 <u>\$ 1,069</u> \$ 54,529
9	\$ 51,063	\$ 51,063	\$ 51,063 <u>\$ 1,021</u> \$ 52,084	10	\$ 51,063 <u>\$ 1,021</u> \$ 52,084
10	\$ 48,666	\$ 48,666	\$ 48,666 <u>\$ 973</u> \$ 49,639	11	\$ 48,666 <u>\$ 973</u> \$ 49,639

Italicize denotes stipends

Note #1: Add 2% to all steps of the Salary Scale as a result of "Net 0 money"

Note #2: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #3: An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #4: The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty collective agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such applications shall be made as soon as practicable and applied retroactively.

Option 2 of Appendix A

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007 See Notes 1, 2, and 3
				1	\$ 75,674
1	\$ 73,257	\$ 73,257	\$ 73,257	2	\$ 73,257
2	\$ 68,238	\$ 68,238	\$ 68,238	3	\$ 68,238
3	\$ 65,445	\$ 65,445	\$ 65,445	4	\$ 65,445
4	\$ 63,048	\$ 63,048	\$ 63,048	5	\$ 63,048
5	\$ 60,651	\$ 60,651	\$ 60,651	6	\$ 60,651
6	\$ 58,254	\$ 58,254	\$ 58,254	7	\$ 58,254
7	\$ 55,857	\$ 55,857	\$ 55,857	8	\$ 55,857
8	\$ 53,460	\$ 53,460	\$ 53,460	9	\$ 53,460
9	\$ 51,063	\$ 51,063	\$ 51,063	10	\$ 51,063
10	\$ 48,666	\$ 48,666	\$ 48,666	11	\$ 48,666

Note #1: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #2: An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #3: The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

APPENDIX B

List of Investigators

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.1 and is required under 2.3.2:

Rebecca Frame	Maureen Headley
Hanne Jensen	Catherine Sullivan

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

The parties agree that the addition to and replacement of the 2001-04 Common Agreement's list of investigators will as necessary be determined by JADRC.

APPENDIX C

Dispute Referral Form

Date: _____

EMPLOYER		
	PHONE	FAX
		EMAIL

UNION		
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO YES DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

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

APPENDIX D

List of Arbitrators

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

Bob Blasina	Joan Gordon
Judith Korbin	Don Munroe

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

APPENDIX E I

Registry of Laid ~~OFF~~ Employees – Form 1

PSEA Electronic Posting of Available Positions

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

APPENDIX E2

Registry of Laid Off Employees – Form 2

PSEA Registry of Eligible Employees

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

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

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

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

Signature of Registrant

Date

APPENDIX F

Medical Travel Referral Benefit

Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

- \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;
- Where an employer requires it, receipts must be submitted with the expense claim;
- Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;
- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses

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

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

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

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

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

Superior Benefits

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

Exclusions

No benefit shall be payable for:

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

Claims Adjudication

To claim benefits, the employee or dependent must:

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

APPENDIX G

Dental Plan

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

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

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine (9) months

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

APPENDIX H

Deferred Salary Leave Application, Agreement, and Approval Form

I have read and I understand the terms and conditions of Article 7.12 of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

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

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

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

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

Number of additional year _____

Percentage per additional year _____

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

Signature of Applicant

Date

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

Signature of Employer

Date

LETTER OF UNDERSTANDING 1
Joint Administration Dispute Resolution Committee
Operational Review

The Joint Administration Dispute Resolution Committee will review its own procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

LETTER OF UNDERSTANDING 2
Employee Security and Regularization

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701
Faculty Association of the College of New Caledonia
College of the Rockies Faculty Association
University College of the Cariboo Faculty Association
Kwantlen Faculty Association
Malaspina Faculty Association
Malaspina University College BCGEU Unit #702
Okanagan University College Faculty Association
Okanagan University College BCGEU Unit #707
University College of the Fraser Valley Faculty and Staff Association
Northern Lights College BCGEU Unit #710
Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2001 Common Agreement.

LETTER OF UNDERSTANDING 3
Caps on Placement On Salary Grid

The Parties agree that, notwithstanding Sections 10-13 of the May 27, 2004 Protocol Agreement, local parties may table in local bargaining proposals concerning the adjustment or removal of caps on the placement of employees on the Provincial Salary Scale.

LETTER OF UNDERSTANDING 4
Partial Sick Leave and Partial Disability Benefits

The Parties agree that it is in the interests of both the employee and the employers to enable an employee to remain at work when the employee is only partially disabled.

"Partially disabled" for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee's instructional or non-instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the employer's legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 9.3.2 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier's approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee's subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the employee's subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled "Administration of Partial Sick Leave and Partial Disability Benefits", which the Parties agree shall be part of the "Policies and Procedures" sections of the Disability Management Handbook for the common disability benefits plan set out in Article 9.3 of the Common Agreement.

LETTER OF UNDERSTANDING 5

Respectful Working Environment

1. Preamble

The Parties recognize that certain types of conduct in the workplace may be inappropriate and may result in negative effects such as increased sick leave usage, increased short and long term disability leaves, and decreased levels of performance. Examples of such conduct are inappropriate behaviour, personal conflict, and bullying.

2. Mandate

The Parties agree that the local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and to enhance understanding on:

- (a) the identification and reduction of inappropriate conflict in the work place,
- (b) the effects of mental health issues in the workplace, and
- (c) the development and maintenance of a respectful workplace environment.

3. Local Joint Process

The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.

4. Expiry of this Letter

This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2004, unless otherwise agreed by the Parties.

LETTER OF UNDERSTANDING 6

Common Faculty Professional Development Fund

1. Purpose
 - 1.1 The Common Faculty Professional Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.
2. Process
 - 2.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.
3. Fund
 - 3.1 The Common Faculty Professional Development Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

LETTER OF UNDERSTANDING 7

Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3)

The Parties to this agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.

The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

Receipt of Reports and Recommendations

The recommendations of the Joint Committee on Benefits will be presented to the Parties according to the following schedule:

- 1) A preliminary report will be issued not later than six (6) months after the ratification of this Agreement;
- 2) A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

It is understood by both Parties that the recommendations will form the basis for discussions between the parties and that any identified savings may be used by the parties to enhance benefits during the term of this agreement. If agreement cannot be reached then any unresolved issues will be referred to the next round of bargaining.

The Parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.

Funding

The employers will pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Article 9.1.5.

LETTER OF UNDERSTANDING

Variant Applications of Common Agreement Provisions to the NVIT Parties

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on the hourly rate of the employee plus benefits.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect,

The parties agree to include Article 7.11 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.10 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.
3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are "status" as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those

employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.

5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force,
6. Support Staff Issues at NVIT Other Than Compensation Increases

The parties agree that the following may be negotiated at the local table:

- a) Support staff temporarily reassigned to higher or lower position
- b) Staff taking over additional responsibilities due to the emergency absence of another support staff employee
- c) Staff promoted to a higher position
- d) A joint management/union process for evaluating scale placement for new positions or positions substantially changed
- e) Study of alternative scales and objective placement methodology, for future implementation, for new or substantially changed.
- f) Factors influencing increments

LETTER OF UNDERSTANDING 9

NVIT Support Staff Salary

The Parties agree that the NVIT Support Staff shall receive 1.5% compensation increase on all steps on the Support Staff salary scales on April 1, 2006.

Further, the NVIT Support Staff shall receive the difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary scale. This increase shall be applied to all steps on the Support Staff salary scales on April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

LETTER OF UNDERSTANDING 10

2001 Local Negotiations

The parties agree that the following commitments as set out in the parties' March 30, 2001 joint Memorandum re "Local Negotiations" are continued as implemented at the applicable institutions during the term of the 2001-04 Common Agreement:

- Dental plan benefits coverage will be adjusted to ensure the coverage waiting period is no longer than three (3) months.
- Instructional assistant scales at Selkirk College will be adjusted to rates equivalent to eighty percent (80%) of the Provincial Salary Scale.
- In the event that a bargaining unit at Selkirk College opts to join the Disability Benefits Plan set up in Article 9.3, current employees as of March 31, 2002 will be entitled to non-recurring sick leave top-up of thirty percent (30%) of salary to a maximum of one hundred (100) days of sick leave top-up to be added to their short-term disability benefits.

The purpose of this Letter of Understanding is not to create new commitments or increases in benefits coverage but rather to confirm the continuation of such benefits increases as were specified in the joint Memorandum and that were implemented during the term of the 2001-04 Common Agreement.

**COMMON AGREEMENT NEGOTIATING COMMITTEES
2004-2007**

For the Employers:

John Waters, Spokesperson, the Post-Secondary Employers' Association PSEA
Ritu Rikhi, PSEA
Penny Fahlman, College of New Caledonia
Donna Lomas, College of the Rockies
Marian Exmann, Douglas College
Ken Tourand, Nicola Valley Institute of Technology
Jen Holden, North Island College
John Dafoe, Northwest Community College
Louise Krohn, Selkirk College
Gail Schmalz, Vancouver Community College

For the Unions:

George Davison, Chair and Co-Spokesperson after Feb 7, 2005 Local 3
David Piasta, FPSE, Spokesperson up to Feb 7, 2005
Jeff McKeil, FPSE, Co-Spokesperson after Feb 7, 2005

Darryl Ainsley, FPSE Local 12
Rocque Berthiaume, FPSE Local 11
Jim Bruce, FPSE Local 19
Sheldon Clare, FPSE Local 3
Vinit Khosla, FPSE Local 15
Jennifer Kirkey, FPSE Local 4
Ed Lavalle, FPSE Local 1
Susan LeBlanc, FPSE
Bev Onischak Local 10
Donna Petri, FPSE Local 2
Sharon Richardson / Velma McKay, FPSE Local 6
Dominique Roelants, FPSE Local 8
Sandra Semchuk, FPSE Local 22
Terri Van Steinburg, FPSE Local 5
Paul Whyte / Dennis Broad, FPSE Local 16

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