

MEMORANDUM OF AGREEMENT

between

[Camosun College]
(hereinafter called "the Employer")

and the

[BCGEU LOCAL 701]
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU LOCAL 701 (hereinafter called the "Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01, 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 3, both inclusive.

2. Effective Dates

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

3. Appendix "A"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

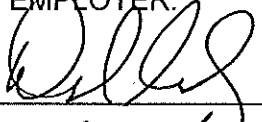
4. Ratification

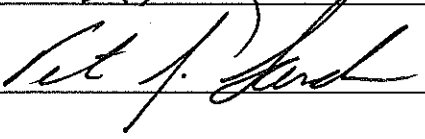
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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


Signed this 9th day of January, 2013.

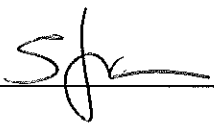
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:





BARGAINING REPRESENTATIVES FOR
THE UNION:





APPENDIX "A"

LETTER OF AGREEMENT

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

Re: Alternative Transportation Dividend

The parties agree to attempt to negotiate within six months of the ratification of the 2010-20XX Collective Agreement a letter of agreement for an Alternative Transportation Dividend. Prior to the implementation of that letter of agreement it will be subject to ratification by the parties' respective principals. The letter of agreement will be negotiated under the following parameters:

- The dividend will be cost neutral to the employer.
- The total value of the dividend will be determined by the value of the parking spots made available through employees voluntarily declining the parking privileges in Article 19 within an agreed upon period of time.
- The value of each parking spot is the expected revenue from that parking spot.
- The dividend will be provided to all employees who do not have a parking pass and calculated by dividing the value of the dividend by the number of employees who do not have a parking pass.
- A portion of the dividend will also be used to provide support for alternative modes of transportation.
- The total value of the dividend will be determined annually and adjusted according to the number of parking passes in use.
- ~~Employees hired after [Date] shall not have the option of receiving a parking pass but will instead receive the Alternative Transportation Dividend.~~
- The parties recognize a common interest in the Employer coming to this same agreement with the BCGEU, CUPE, and the CCFA.

Jimmy Wong
Nov 7/12

D. Kelly
Nov. 7/12

✓
College proposal
Article 1.7 Housekeeping
Job Vacancies
November 7, 2012

~~The College will continue to operate under the Policy for the Selection of New Faculty which was jointly developed by the College Administration, BCGEU, and CCFA. No changes to this policy will be made without consultation with representatives from the BCGEU.~~

Jenny Canning
Nov 7/12

Dilley
Nov. 7/12

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

Jenny Gung
Nov 7/12.

Del
Nov. 7/12


ARTICLE 9 – PAID HOLIDAYS

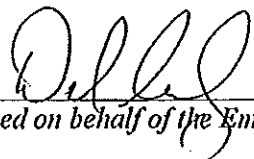
The following have been designated as paid holidays:

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

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

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Nov 7/12

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

Jenny Ewing
Nov 7/12

D. Kelly
Nov. 7/12

College proposal
Article 15.2(d) Housekeeping
Accumulation
November 7, 2012

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

Jenny Gwing
Nov 7/12

Dudley
Nov. 7/12

✓
College proposal
Article 28.1(b) Housekeeping
Accumulation of Seniority
November 7, 2012

Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.64.

Jenny Conway
Nov 7/12

D. DeLoach
Nov 7/12



ARTICLE 31 — TERM OF AGREEMENT

31.1 Term

This agreement shall be binding and remain in full force and effect from the first day of ~~April, 2010~~ to and including ~~March 31, 2012~~ and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

31.2 Extension of Anniversary Date

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

31.3 Revisions to Agreement

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

Term to be negotiated at the Common Table

Jenny Ewing
Nov 7/12.

D. Deibel
Nov. 7/12

Tabled for Renewal

LETTER OF UNDERSTANDING #1

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

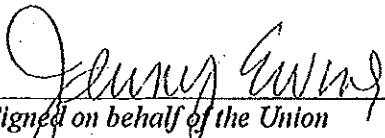
LETTER OF UNDERSTANDING #2

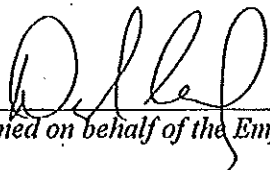
**Re: Principles of Agreement
for the Implementation of Article 6 – Common Agreement (Regularization)
between Camosun College and BCGEU Vocational Instructors: Regularization**

LETTER OF UNDERSTANDING #3

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

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Nov 7 / 12