

CAMOSUN COLLEGE ("the College" or "the Employer")

And

CAMOSUN COLLEGE FACULTY ASSOCIATION ("CCFA", "the Association" or "the Union")

Offer of Settlement ("The Offer")

MAY 27, 2015

The following package of items is to be considered an Offer for Settlement (the "Offer") submitted by the Camosun College to the CCFA for the renewal of the expired 2014 collective agreement.

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included in the Offer from the original list of proposals submitted by either the College or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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

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



MEMORANDUM OF AGREEMENT

Between

CAMOSUN COLLEGE ("the College" or "the Employer")

And

CAMOSUN COLLEGE FACULTY ASSOCIATION

("the Association", "the Union" or "the CCFA")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE
TO RECOMMEND TO THE CAMOSUN COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNION AGREE TO
RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 (the "New
Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6 inclusive.

2. Term of Agreement

As negotiated at the FPSE Template table, the term is April 1, 2014 to March 31, 2019.

3. Effective Dates

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

4. Appendix "A"

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



5. Appendix "B"

The Employer and the Association agree to the amendments (green sheets) to the New Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

6. Appendix "C"

The Employer and the Association agree to the amendments to the New Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2014 FPSE Template Table ("FTT").

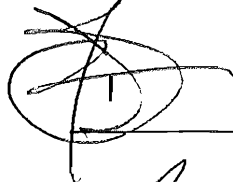
7. Ratification

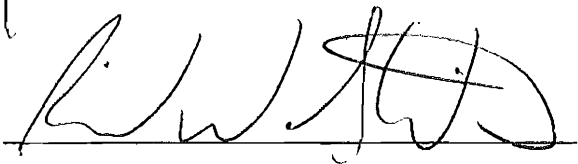
The Parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the Parties shall recommend the approval of this Memorandum to their respective principals. Camosun College and the CCFA will conduct their ratification votes within thirty (30) calendar days of signing of this MOA. This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association ("PSEA") Board of Directors. Ratification by the PSEA Board will take place within thirty (30) days of the date that the last of either Camosun or the CCFA ratify this MOA.

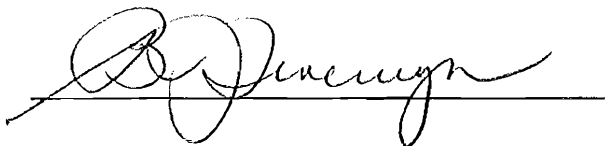
Signed this ____ day of May 2015

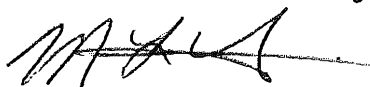
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER

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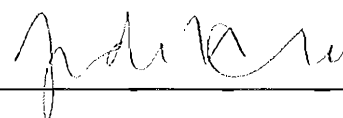
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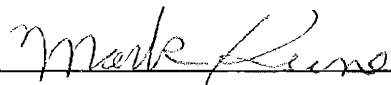
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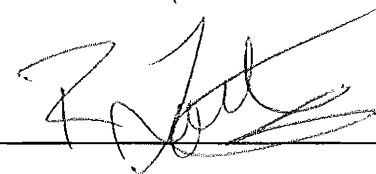
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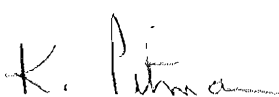
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BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION

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Appendix A
Camosun College and the Camosun College Faculty Association

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 Clause 1.03(c).~~

~~(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. Such positions shall not be less than fifty percent (50%) of full-time employment unless there is insufficient work available to create a position of fifty percent (50%) of full-time employment or higher.~~

~~(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 the date of ratification for this agreement September 1, 1993, no school or the group of non-school based faculty may fill more than twenty percent (20%) of its full-time equivalent positions with term Employees, excluding those hired under provision (i) above to replace those faculty on leave, secondment, performing professional, curriculum, or program development activities, or those assuming probationary assignments under 1.03 (c). 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.~~

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

Appendix A
Camosun College and the Camosun College Faculty Association

2.04 Disciplinary Process

(a) Right to Union Representation

....

(b) Suspensions

The President may suspend an Employee for cause. Disciplinary suspensions shall be in writing and shall set forth the reasons for the suspension. The Board shall be informed of the suspension within twenty-four (24) hours. At the same time, the President shall notify the President of the Union that the suspension has occurred. The President shall, within a reasonable period of time two (2) weeks of the suspension, either recommend dismissal of 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 personnel file.

Cause shall be defined to mean:

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

(c) Termination for Cause

...

(d) Burden of Proof

...

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Appendix A
Camosun College and the Camosun College Faculty Association

17.04

Dental Plan

Effective January 1, 2018 The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time continuing and probationary employees. ~~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 term employee who has single or successive appointments for ~~ten (10) months or longer,~~ two semesters or three quarters or continuing part-time employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan. ~~Premiums for employees on less than a full-time appointment shall be shared on a prorated basis.~~

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



Appendix A
Camosun College and the Camosun College Faculty Association

Extended Health Benefits

While not included in the collective agreement, the following will occur.

Starting January 1, 2016, the Extended Benefits Plan will cover:

- the use of Clinical Counsellors under the Psychological Services Plan
- dental implants up to the cost of alternate treatment

Starting Jan. 1, 2016, current levels of paramedical services will be adjusted as follows:

	Practitioner	Current Annual Limit	Proposals
1	Chiropractor	\$400 combined	\$400 combined (1&2)
2	Athletic Therapist		
3	Podiatrist	\$200	Increase to \$400
4	Naturopath	\$200	Increase to \$400
5	Physiotherapist	Unlimited	Unlimited
6	Massage Therapist	Unlimited	Unlimited
7	Speech Therapist	\$100	Increase to \$1000
8	Reg. Psychologists & Clinical Counsellors	\$1200	Increase to \$1500

Effective January 1, 2017 the current level for Acupuncture services will be adjusted to \$300 annually.

Appendix A
Camosun College and the Camosun College Faculty Association

Letter of Agreement 6 – Initial Placement Procedure

Renew for the term of the Agreement

LETTER OF AGREEMENT 6
between
CAMOSUN COLLEGE
and
CAMOSUN COLLEGE FACULTY ASSOCIATION
RE: INITIAL PLACEMENT PROCEDURE

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

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

This Letter of Agreement will ~~expire on March 31, 2015.~~ be in effect for the term of this Collective Agreement.

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

Signed for the
Camosun College
Faculty Association

Signed for Camosun
College

Mark Kunen
President

Peter Lockie
Interim President

Date

Date

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Appendix A
Camosun College and the Camosun College Faculty Association

PROPOSE NEW - Letter of Agreement 7

The parties agree to implement an Alternative Transportation Dividend Program (Transportation Dividend Program). The program will follow the parameters and guidelines outlined as follows:

- The Program must be cost neutral for the Employer and meet the environmental sustainability goals by reducing the percentage of single occupancy vehicles parking on campus.
- The Transportation Dividend Program will provide an opportunity for employees who decline the parking privileges in Article 19 to receive a dividend payment.
- The value of the dividend will be determined by the value of the parking spots made available through employees declining the parking privileges under Article 19, less 30% for the College to retain and manage subsidization of commuter benefit options.
- The value of each parking spot is based on the annual net parking revenue divided by the number of revenue generating parking spots.
- The total dividend value will be calculated based on the revenue generated by employees who forgo their parking benefit under Article 19. The dividend value per eligible employee will be calculated based only on the revenue generated by CCFA members not utilizing the benefit of free parking.
- The dividend is a taxable benefit.
- The dividend is calculated from the revenue generated during the parking year (September to August 31st) and will be paid out by October 31 for the previous parking year.
- The dividend will be provided to all eligible employees who choose the transportation dividend program or the flex pass by the registration deadline (September 30) and is calculated by dividing the total value of the dividend (less 30% for commuter benefits) by the number of eligible employees.
- The 30% will be retained and managed by the College to provide or subsidize commuter benefit options, as identified by Commuter Choice Leadership Initiative (CCLI, 2001). Some of these options may be available only to those participating in the Transportation Dividend Program.
- Those who elect the Transportation Dividend Program will not be eligible for Article 19 for the duration of the parking year.
 - a. Employees who do not apply for the alternative transportation dividend program by September 30 of each parking year will still be eligible for parking in accordance with Article 19, and the Camosun parking permit registration system.
 - b. Subject to (c) below, once the registration deadline (September 30) has passed, an employee cannot register for the alternative transportation dividend until the next annual parking registration year. Once an employee has registered for the alternative transportation dividend, the option cannot be changed until the next annual parking registration year.
 - c. For those employees who commence employment after annual parking registration and opt for the alternative cash benefit, the alternative cash benefit will be available on a prorated basis.

A "flex parking pass" will also be a choice offered annually, whereby a flex permit will allow an employee to park for half the number of working days each month, and half the value of dividend will be paid out. The "flex parking pass" has the same registration deadline (September 30) as the alternative transportation dividend.

AA
BA

Appendix A

Camosun College and the Camosun College Faculty Association

Faculty members who sign up for the full transportation dividend program will receive a one-time incentive payment of \$120 and faculty members who choose the "flex parking pass" option will receive a one-time incentive payment of \$60. This one-time incentive payment will be paid in December of each year until the funds set aside for this incentive are depleted.

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Appendix A
Camosun College and the Camosun College Faculty Association

Housekeeping

7.04 Substitute Instructors

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

Substitute instructors shall be paid an hourly rate of ~~\$42.27~~ in accordance with the following table 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.~~

Effective	Hourly Rate
April 1, 2014	\$43.99
TBD	TBD
February 1, 2016	TBD
April 1, 2016	TBD
February 1, 2017	TBD
April 1, 2017	TBD
February 1, 2018	TBD
April 1, 2018	TBD
February 1, 2019	TBD

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.

Appendix B
Camosun College and the Camosun College Faculty Association

The Parties agree that the following signed "Greens" form part of this Schedule:

1. Clause 1.02(d) - Term Appointments
2. Clause 1.02 (g) – Right of First Refusal
3. Clause 3.02
4. Clause 3.03
5. Clause 4.02 - Salary Range
6. Clause 13.01(e)
7. Clause 21.01
8. Clause 26 - Term
9. Appendix A – Professional Development Committee
10. Letter of Agreement 1 – Advanced Placement Review Committee
11. Letter of Agreement 2 - Joint Committee on Scheduled Development
12. Letter of Agreement 3 – Faculty on Secondment to Administrative Positions
13. Letter of Agreement 4 – Co-Op Supervision
14. Letter of Agreement 5 – Common Faculty Professional Development Fund

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1.02 Term Appointments

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

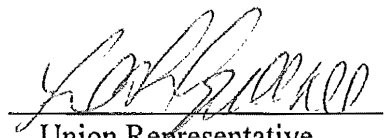
If the disabled faculty member is declared able and returns to work, the replacement appointee shall receive one (1) month's notice or payment in lieu of notice.

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

~~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.~~



Employer Representative
David Cox



Union Representative
Leah Squance

April 21 / 15

Date

Housekeeping Proposal

~~2.01~~ Right of First Refusal 1.02 (g) ~~Term Appointments~~

- a) (i) 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.
- b) (ii) 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) (iii) A Faculty Member, following successful evaluation and completion of the required number of semester or quarters as defined above, shall obtain this right of first refusal by filing an application with his/her school office.
- d) (iv) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the Employee.
- e) (v) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break of more than one (1) year between appointments.
- f) (vi) 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) (vii) Should two or more term Employees qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the Dean in consultation with the Chair and other Faculty Members within the department.

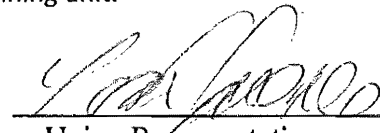
Should the Dean deem two (2) or more term Employees equally qualified, the appointment shall be granted to the individual with the most service in the bargaining unit.



Employer Representative
David Cox

April 21/15

Date



Union Representative
Leah Squance

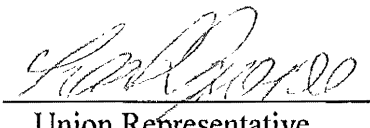
4.02. Salary Range

Please refer to Appendix A of the Common Agreement for the ~~2012-2104~~ 2014-2019 salary scale.

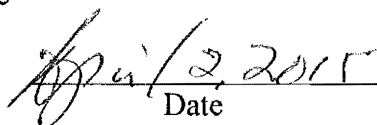
(Balance of 4.02 remains unchanged)



Employer Representative
David Cox



Union Representative
Leah Squance



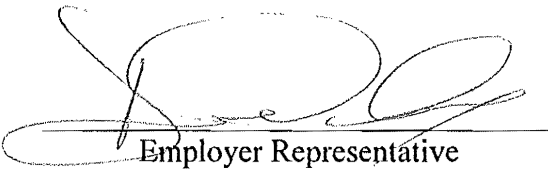
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Housekeeping Proposal

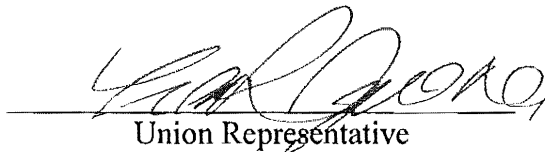
13.01(e) Unpaid Leave

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

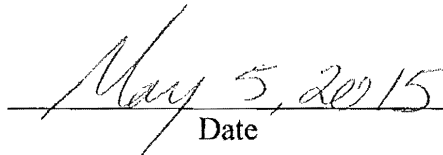
Should there be a term Faculty Member who under the terms of Clause 1.04(d) would qualify for conversion to continuing status were it not for the provisions of the preceding clause, that Faculty Member's rights vis-a-vis Clause 1.04(d) ~~(v)~~ (iii) (2) would be carried forward for one (1) year.



Employer Representative
David Cox



Union Representative
Leah Squance



Date

Resolution of Disputes and 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 arbitrable;~~ or other matters relating to employment at the College

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

(a) Informal Dispute Resolution

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

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

~~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) Grievance Procedure

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

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

The ~~Arbitration Board~~ Arbitrator shall give full opportunity to all parties to present evidence and make representations. ~~S/he~~ 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 date of the appointment of the arbitrator~~ the conclusion of the proceeding.

~~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 Arbitrator shall be final, binding, and enforceable on the parties.~~

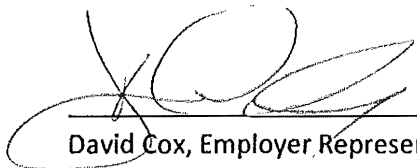
The ~~Arbitration Board~~ Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it ~~s/he~~ deems just and equitable. However, the ~~Arbitration Board~~ Arbitrator shall not have the power to change this Agreement or alter or amend any of its provisions.

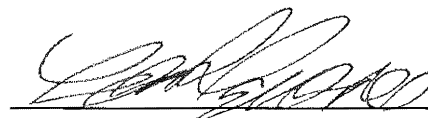
Should the parties disagree as to the meaning of the ~~Arbitration Board~~ Arbitrator's decision, either party may apply to ~~the Chairperson of the Arbitration Board to reconvene the Arbitration Board~~ Arbitrator to clarify the decision, which it ~~s/he~~ shall make every effort to do within seven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

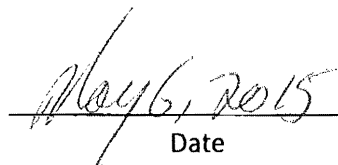
Each party shall pay:

- (i) one half (1/2) of the fees and expenses of the Arbitrator it appoints;
- (ii) ~~one half (1/2) of the fees and expenses of the Chairperson.~~

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


David Cox, Employer Representative


Leah Squance, Union Representative

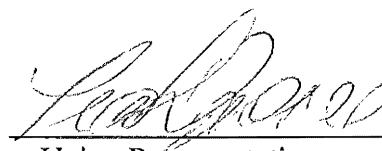

Date

26. Term of the Agreement

This Agreement shall be binding and remain in full force and effect from the 1st day of April, ~~2012~~ 2014 through the 31st day of March, ~~2014~~ 2019 and shall continue in force until the renewal of this Agreement.



Employer Representative
David Cox



Union Representative
Leah Squance



Date


APPENDIX A - PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

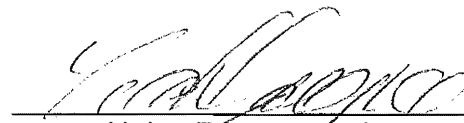
The Committee shall consist of faculty representatives as follows:

- (a) One from Access and First Nations Indigenous Education and Community Connections
- (b) Two from Arts and Science
- (c) One from Business
- (d) One from Health and Human Services
- (e) One from Trades and Technology
- (f) Two (total) from areas other than the above 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.



Employer Representative
David Cox



Union Representative
Leah Squance

April 22, 2015
Date

LETTER OF AGREEMENT 1

between

THE CAMOSUN COLLEGE
and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: ADVANCED PLACEMENT REVIEW COMMITTEE

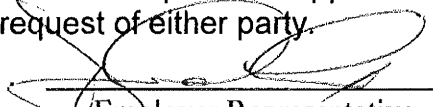
It is hereby agreed that Clause 5.01(e) of the Collective Agreement between the Camosun College Board of Governors and the Camosun College Faculty Association shall be administered by an Advanced Placement Review Committee to facilitate overall College-wide consistency and fairness.

The CCFA and the College President shall each appoint two (2) members to the Committee. The term of office shall normally be two (2) years with staggered terms to ensure continuity. Initially, some members will be appointed for one (1) year terms by mutual agreement. The Committee will include one (1) Dean, 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.

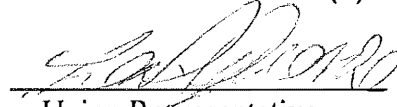
The Advanced Placement Review Committee will be the representative body to process all applications from CCFA members related to Clause 5.01(e) of the Collective Agreement and to make recommendations to the appropriate Vice-President.

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 in response to applications for advanced placement under Clause 5.01(e) at the request of either party.



Employer Representative
David Cox



Union Representative
Leah Squance



Date

LETTER OF AGREEMENT 2

between

CAMOSUN COLLEGE

and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: JOINT COMMITTEE ON SCHEDULED DEVELOPMENT

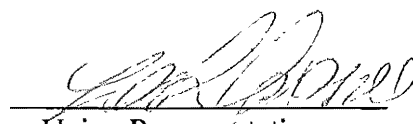
Camosun College and the Camosun College Faculty Association agree to participate in a committee, to be named the Joint Committee on Scheduled Development, which will have these principal functions:

- 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.
- Distribute information on scheduled development activities.
- By December first (1st) of each year, publish suggestions for Scheduled Development projects.

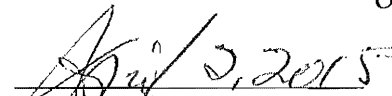
The committee shall be comprised of three (3) CCFA representatives and three (3) representatives of the administration.



Employer Representative
David Cox



Union Representative
Leah Squance



Date
April 3, 2015

LETTER OF AGREEMENT 3

between

CAMOSUN COLLEGE

and

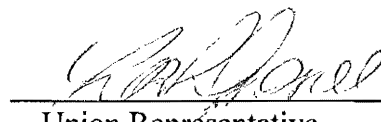
CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS

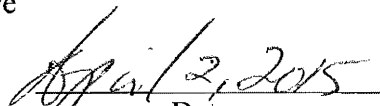
Camosun College and Camosun College Faculty Association hereby agree that Camosun College Faculty Association members, either on secondment or temporary assignment to an administrative position for a period of up to six (6) years, will retain their Camosun College Faculty Association membership, pay 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.



Employer Representative
David Cox



Union Representative
Leah Squance



Date

LETTER OF AGREEMENT 4

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: CO-OP SUPERVISION

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

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

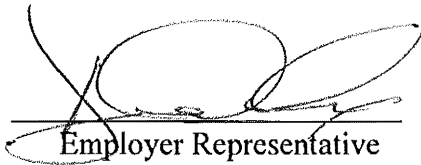
1/80th (1.25%) of a full workload for each student in a quarter

2. Section release shall be taken in the semester or quarter following accumulation of sufficient credits for one section release or in another semester or quarter mutually agreed to by the College and the Faculty Member. The credits required for a section release depend on the number of courses in a normal workload pattern in a department. For example, if a normal workload pattern is four courses, then the accumulation of credits to 25% will trigger a section release, and if the normal workload pattern is three courses, then the accumulation of credits to 33% will trigger a section release.
3. Unused release time credits in place when the Employee ceases his/her employment relationship with the College shall be converted to vacation and subject to the provisions of Clause 8.03.
4. A full-time Faculty Member shall not supervise more than ten (10) students in addition to their regular workload.
5. A full-time Faculty Member supervising five (5) or fewer students from the Fall term through the Summer term in the semester system or from Quarter 1 through Quarter 4 in the quarter system in addition to his or her workload may elect to receive pay rather than to accrue release time credits.
6. Unused release time credits shall be converted to salary if the Employee has not done any Co-op supervision for a period of twelve (12) months.
7. Term instructors or part-time continuing instructors receiving term contracts to supervise Co-op students shall receive a contract for the period of time for which

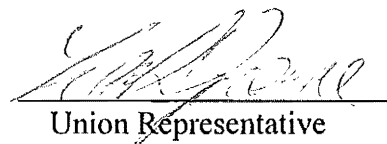


they will be supervising students and shall be compensated at the rate of 80% of one day's pay (i.e. 80% x 1/250ths of the annual salary at their placement on the provincial salary scale) for each student supervised and shall be compensated on the basis of a minimum of two students. Term instructors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

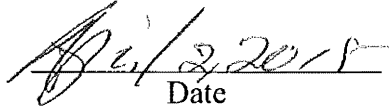
8. The compensation in this letter is based on 6.0 hours of work to supervise each student, including the full range of responsibilities described in Clause 7.01 of the Collective Agreement. In the event that exceptional circumstances result in this guideline being exceeded, Clause 7.01 shall apply.



Employer Representative
David Cox



Union Representative
Leah Squance



Date

LETTER OF AGREEMENT 5

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

Introduction

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

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

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

Eligibility

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

Application and Approval

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

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

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



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

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

Selection Criteria

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

The value to the College of the proposed professional development activity
The value to the Faculty Member of the proposed professional development activity
Available funding
Previous professional development financial assistance granted

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

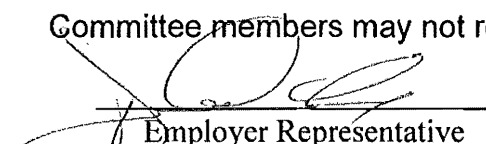
Proposals with a scholarly and/or educational focus
Events or activities that further the College's Education Plan
Funding for additional educational qualifications
Retraining in response to a need to place Faculty Members into different positions within the College, except when clause 3.03 applies.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

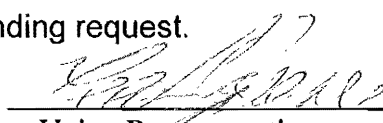
Administration

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

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

Committee members may not review their own PD funding request.


Employer Representative
David Cox


Union Representative
Leah Squance


Date


Layoffs

3.02 Process

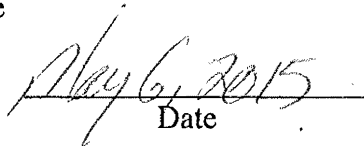
If a transfer or bumping process occurs, the adequacy of the ~~transferee~~ Employee's qualifications shall be determined by a committee composed of:

- (a) One (1) Faculty Member from the department which the ~~transferee~~ Employee 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) Three (3) Faculty Members appointed by the Union from schools not affected by the transfer.
- (c) Two (2) administrators appointed by the Employer from schools not affected by the transfer.


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



Employer Representative
David Cox



Date



Union Representative
Leah Squance

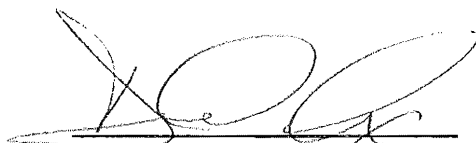
Camosun College Employer Proposal

CCFA Bargaining 2015

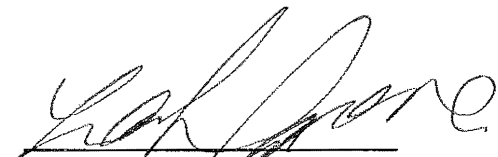
Date:

3.03 Retraining

(b) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected Employee such that the Employee's continuing employment is threatened, such Employee shall be given up to two (2) months in addition to annual vacation and to ~~faculty~~ scheduled development time provided in Clause 10 for approved professional development, with no loss of income, benefits or seniority.



Employer Representative
David Cox



Union Representative
Leah Squance

May 6, 2015

Date

Appendix C
Camosun College and the Camosun College Faculty Association

Faculty Template Table Agreement signed February 5, 2015

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

B 702

2014 – FPSE TEMPLATE TABLE ("FTT")

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")
representing those employer-members participating in the 2014 FTT

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")
representing those of its local unions participating (and whose employers are participating) in the 2014
FTT

(FPSE locals referred to as "the Unions")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the 2014 FPSE Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Agreement together with the applicable local Memorandum of Agreement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

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

All of the terms of the 2012-2014 FPSE Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.5(c) as follows:

"2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The **complete** report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the **respondent** ~~alleged harasser~~. The employer will state, in a covering letter, that the

report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. **Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of individuals.**

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

- (e) Reliance on Report of Third Party Investigator

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

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

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude 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. Article 3 - Employer / Union Relations

(a) Effective the date of ratification, the Employer and the Union agree to amend Article 3.2.3(d) as follows:

"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."

(b) Effective the date of ratification, the Employer and the Union agree to delete Article 3.2.6 as follows:

~~"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."~~

(c) Effective the date of ratification, the Employer and the Union agree to delete Article 3.3 as follows:

~~"3.3 Jurisdictional Dispute Resolving Process~~

~~1.1.2 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.

1.1.3 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."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(d) Effective the date of ratification, the Employer and the Union agree to amend Article 13.3 as follows:

"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 3.3 – Jurisdiction Dispute Resolution Process~~
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 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
- Article 13 – Letter of Understanding – Expedited Arbitration"

3. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to delete Article 8.5.3 as follows:

~~"8.5.3 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."~~

4. Article 9 – Health and Welfare Benefits

(a) Effective the date of ratification, the Employer and the Union agree to delete Article 9.1.3 as follows:

~~**"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."~~

Subsequent provisions will be re-numbered accordingly and the parties will review the agreement to correct any cross references as a result of the deletions.

(b) While not to be included in the Common Agreement, effective the first of January following the date of ratification, the Parties agree that Extended Health Benefits plans will be amended such that the per calendar year individual and family deductibles will be increased by twenty-five (\$25).

(c) The Employers agree to amend the Extended Health Benefits plans as follows:

- (i) Effective January 1, 2017, vision care coverage shall be increased to \$500 every two (2) years.
- (ii) While not to be included in the Common Agreement, effective January 1, 2016, the reimbursement for professional services will be amended from \$10 per visit maximum for the first twelve (12) visits per calendar year to \$10 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (iii) Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
- (iv) While not to be included in the Common Agreement, effective January 1, 2017, upon physician referral and subject to the terms of each applicable Extended Health Benefits plan, charges for a provincially licensed Substance Abuse Rehabilitation Facility, when not covered by a provincial medical plan, will be reimbursed to a lifetime maximum of \$25,000 per eligible insured.

(d) While not to be included in the Common Agreement, effective the first of the month following the date of ratification, the Employers agree that the existing short term disability benefits (STD) cut-off date will be amended to be the date upon which the employee reaches age seventy (70), or the date upon which the employee's employment terminates, whichever first occurs. All existing administrative and eligibility requirements remain unchanged.

The Unions agree that the STD benefits beyond age 65 component of all current grievances, with regard to the continuation of STD benefits beyond age 65 shall be withdrawn on a with prejudice basis; however, this is without prejudice to the positions of the Parties regarding the long term disability benefits and other components of current grievances. No new grievances on the STD issue will be advanced by any Union listed in Schedule "1" to this agreement.

5. Article 12 – Salaries

Effective the date of ratification, the Employers and the Union agree to amend Article 12 as follows:

(a) **"12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.
- (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.
- (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
- (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

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

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

4/30
APB

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #7 – Appendix “A”, of this Memorandum of Agreement.

(b) “12.2 Secondary Scale Adjustment

12.2.1 All steps on secondary scales will be increased as follows:

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

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.”

(c) “12.6 Faculty Administrative Stipends

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

- (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.
- (b) Effective the first day of the first full pay period after February 01, 2016: Economic Stability Dividend*
- (c) Effective the first day of the first full pay period after April 01, 2016: one-half of one percent (0.5%)
- (d) Effective the first day of the first full pay period after February 01, 2017: one percent (1%) plus Economic Stability Dividend*
- (e) Effective the first day of the first full pay period after April 01, 2017: one-half of one percent (0.5%)
- (f) Effective the first day of the first full pay period after February 01, 2018: one percent (1%) plus Economic Stability Dividend*
- (g) Effective the first day of the first full pay period after April 01, 2018: one-half of one percent (0.5%)
- (h) Effective the first day of the first full pay period after February 01, 2019: one percent (1%) plus Economic Stability Dividend*

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

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD)."

6. Article 17 – Term

Effective the date of ratification, the Employer and the Union agree to amend Article 17 as follows:

"This Agreement shall be in effect from April 1, ~~2012~~2014 to March 31, ~~2014~~2019, and shall continue in force until the renewal of this Agreement."



7. Appendix A

APPENDIX A PROVINCIAL SALARY SCALE

TEP	01-Apr-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ^{1,3} to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³ Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.

"Calendar year" is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

8. Appendix B

Effective the date of ratification, the Employer and Union agree to amend Appendix B as follows:

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

Rebecca Frame
Irene Holden
~~Deborah Lovett~~ Betty Baxter
Ana Mohammed
~~John Sanderson~~ Louise Pohl

9. Appendix D

Effective the date of ratification, the Employer and Union agree to amend Appendix D as follows:

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

~~Bob Blasina~~ Irene Holden
Joan ~~Gordan~~ Gordon
Judi Korbin
Chris Sullivan
Colin Taylor

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

10. Letters of Understanding

(a) Effective the date of ratification, the Employer and the Union agree to delete the following Letters of Understanding:

- i. Letter of Understanding #1 – JADRC Operational Review
- ii. Letter of Understanding #2 – Employee Security and Regularization
- iii. Letter of Understanding #3 – Partial Sick Leave and Partial Disability Benefits
- iv. Letter of Understanding #4 – Respectful Working Environment
- v. Letter of Understanding #6 – 2001 Local Negotiations
- vi. Letter of Understanding #7 – Salary Stipend

(b) Effective the date of ratification, the Employer and the Union agree to renew Letter of Understanding #5 – Variant Applications of Common Agreement Provisions to the NVIT Parties.

- (c) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #8 as follows:

LETTER OF UNDERSTANDING 8

HARASSMENT INVESTIGATORS

Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall ~~begin meeting by May 1, 2013 and~~ complete their duties by ~~December 31 June 30, 2013~~ **2015**.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

MB
PB

- (d) Effective the date of ratification, the Employer and the Union agree to amend Letter of Understanding #9 as follows:

LETTER OF UNDERSTANDING 9

EXPEDITED ARBITRATION

Re: Expedited Arbitration

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

1. Expedited Arbitrations

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

2. Issues for Expedited Arbitration

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



3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within **thirty (30) ~~ten (10)~~** calendar days of appointment, on a rotating basis. **It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.**

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

If none of the listed arbitrators is available to hear the grievance within **thirty (30) ~~ten (10)~~** calendar days, the local parties shall agree to another arbitrator **within thirty (30) calendar days. who is available within ten (10) days of appointment.**

4. Process

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

5. Agreed Statement of Facts

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

6. Written Submission

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

7. Procedure

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

8. Mediation

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

9. Issuance of Decision

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

10. Status of the Decision

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

11. Costs

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

12. Authority of Arbitrator

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

- (e) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. The Employers and the Union agree to establish a Joint Review Committee [the "Committee"]. The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
 - Report the committee's findings back to the parties' respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both employers and unions will bear the cost of their respective representatives' attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.



- (f) Effective the date of ratification, the Employer and the Union a new Letter of Understanding as follows:

LETTER OF UNDERSTANDING ____ (NEW)

WORKING COMMITTEE ON SECONDARY SCALES

The Employer and the Union agree to participate in a joint committee [the "Committee"] with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
 - o what types of work and which employees may require salary adjustment;
 - o what the transition would entail; and
 - o what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

"Secondary Scales" is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. "Secondary Scales" are distinct from "other salary scales," which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e. not faculty.

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

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee will go to each party's respective principals (Institution Board and PSEA Board in the case of the Employer, and Presidents' Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018, and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

LRD
AB
AB

11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will discuss process issues that may be slowing down the payment of weekly indemnity benefits under the Faculty Common Disability Plan.

The JCBA will conclude its work on these matters no later than December 31, 2015. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

- (a) Amend the Table of Contents by Capitalizing the entire heading of Article 16 to "COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND."
- (b) Number each of the definitions on the "Definitions" page;
- (c) "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in the ~~Protocol Agreement dated January 29, 2013~~ "Parties" or "Common Parties definition."
- (d) "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established ~~under~~ pursuant to Article 3.2 ~~below~~ of this Agreement."
- (e) "Parties" or "Common Parties" means the **following** employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - Camosun College/Camosun College Faculty Association (FPSE Local 12)
 - College of New Caledonia/Faculty Association of the College of New Caledonia (FPSE Local 3)
 - College of the Rockies/College of the Rockies Faculty Association (FPSE Local 6)
 - Douglas College/Douglas College Faculty Association (FPSE Local 4)
 - North Island College/North Island College Faculty Association (FPSE Local 16)
 - Northwest Community College/Academic Workers' Union (FPSE Local 11)
 - Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
 - Selkirk College/Selkirk College Faculty Association (FPSE Local 10)
- (f) "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement ~~pursuant to the Protocol Agreement of January 29, 2013~~. The local unions and institutions are those listed in (e) above."

(g) Delete old effective dates throughout the Common Agreement where they no longer carry any effect, by mutual agreement during the drafting of the 2014 Common Agreement.

(h) Delete 9.2.1(b)(vii) as follows:

~~"Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years."~~

(i) Re-number existing 9.3.2 to 9.3.2(a), and add a new Article 9.3.2(b) to read as follows:

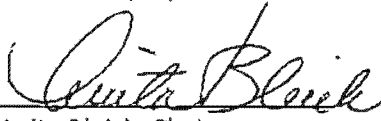
"The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009."

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Template portion of their 2014-2019 collective agreement.


All proposals not contained in this Memorandum are considered withdrawn without prejudice.

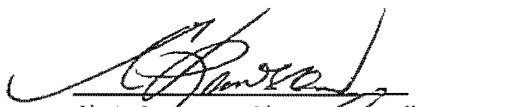
Signed by the Parties at Vancouver, British Columbia, on the February 5, 2015.

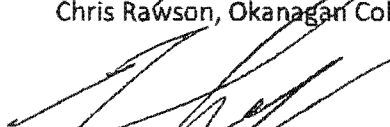
For the Employers:


Anita Bleick, Chair

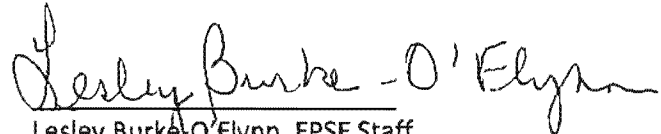

Sandra Rossi, College of New Caledonia


Sheila McDonald, College of the Rockies


Chris Rawson, Okanagan College

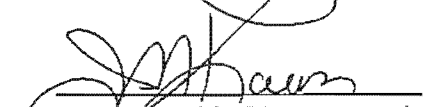

Gary Lejer, Selkirk College

For the Unions:

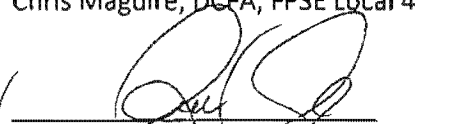

Lesley Burke-O'Flynn, FPSE Staff


Judith Hunt, CCFA, FPSE Local 12


Jan Mastro Matteo, FACNC, FPSE Local 3


Joan Kaun, CORFA, FPSE Local 6


Chris Maguire, DCFA, FPSE Local 4


Anne Cumming, NICFA, FPSE Local 16



Melanie Wilke

Melanie Wilke, AWU/CUPE 2409, FPSE Local 11

Melissa Munn

Melissa Munn, OCFA, FPSE Local 9

Victor Villa

Victor Villa, SCFA, FPSE Local 10

AB

SCHEDULE "1"

- Camosun College / Camosun College Faculty Association FPSE Local 12
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- Douglas College / Douglas College Faculty Association FPSE Local 4
- North Island College / North Island College Faculty Association FPSE Local 16
- Northwest Community College / Academic Workers' Union FPSE Local 11
- Okanagan College / Okanagan College Faculty Association FPSE Local 9
- Selkirk College / Selkirk College Faculty Association FPSE Local 10



17.04

Dental Plan

The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time continuing and probationary employees. ~~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. Effective January 1, 2018 each full-time term employee who has single or successive appointments for ~~ten (10) months or longer,~~ two semesters or three quarters or continuing part-time employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan. Premiums for employees on less than a full-time appointment shall be shared on a prorated basis.

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

Aug 6, 2015
MGA
JH

APPENDIX C: SUMMARY OF BENEFIT COVERAGE FOR TERM EMPLOYEES

Benefit	Term Eligibility Percentage	Term Eligibility Length of Contract	Premium paid by	Providing of premiums for
Medical Services Plan	None	More than one month	Employer	Yes
Extended Health Benefit Plan	50% (optional for less than 50%)	More than one month	Employer	Yes
Psychological Services Plan	50% (optional for less than 50%)	More than one month	60% Employee 40% Employer	No
Dental Plan	100%*	Ten months or more*	Employer	N/A
Disability Insurance	50%	Four months or more	Employer	No
Group Life	100%	Four months or more	Employer	N/A
Accidental Death & Dismemberment	100%	Four months or more	Employer	No

*Effective January 1, 2018, term employees with an appointment of at least 50% who have single or successive appointments of two semesters or three quarters are eligible to participate.

Aug 6, 2015

 JAB

LETTER OF UNDERSTANDING

Between

Camosun College

and the

CCFA

Re: Housekeeping Changes to the 2014-2019 Collective Agreement

The parties agree to the following housekeeping amendments to the 2014-2019 updated collective agreement:

1. Update Table of Contents to reflect all amendments
2. Update Term of the Agreement (2014-2019) throughout the Agreement
3. Include bullet (a) under 1.02 (a) Term Appointments
4. Clause 1.02 (g) (i) Right of First Refusal shall read:
(i) 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.
5. Clause 1.02 (g) (iii) Right of First Refusal shall read:
(iii) 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.
6. Add the following to beneath the tables in both 7.04 (b) and Appendix B
"* Annual wage rates to be determined/adjusted depending on the ESD".

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of [INSTITUTION]

On behalf of the [UNION]

Date: _____

Aug 6, 2015
