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THIS AGREEMENT made and entered into January, A.D. 1999

BETWEEN THE:

**CAMOSUN COLLEGE BOARD OF GOVERNORS**

(hereinafter called the "Board")

OF THE FIRST PART

AND THE:

**CAMOSUN COLLEGE FACULTY ASSOCIATION**

(hereinafter called the "Union")

OF THE SECOND PART

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

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

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

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

## **1. APPOINTMENTS TO FACULTY**

### **1.01 INITIAL APPOINTMENTS**

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

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

### **1.02 TERM**

- (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;
    - and faculty assuming probationary assignments under paragraph 3, Clause 1.03.
  - (ii) To create positions with less than a fifty percent (50%) annual workload, provided there is no opportunity to combine two or more such assignments into a workload sufficient for a continuing or probationary assignment.
  - (iii) To fill positions when emergencies or other unforeseen circumstances do not allow for normal selection procedures.
  - (iv) To hire an individual with the specialized knowledge or skills required for a particular course or assignment when the College can demonstrate that no faculty member with the required knowledge or skill is available to accept the assignment as part of a probationary or continuing appointment.
  - (v) To staff instructional programs or projects which are funded by agencies external to the College on an irregular basis.

## 1. APPOINTMENTS TO FACULTY (continued)

### 1.02 TERM (continued)

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

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

- (b) When seniority is calculated, accumulated service on term appointments shall include earned vacation, whether taken as time off or as payment in lieu. In instances when vacation pay is received, not vacation time, the seniority earned shall be the same as if the employee had been credited with vacation time. In other words, earned seniority shall not be diminished as a result of a faculty member earning payment in lieu rather than vacation time. In these instances, seniority will be calculated by multiplying the employment period by 1.2.
- (c) Instructional term appointments will cover one (1) week of preparation time, the instruction period, and exam period or wrap-up period, to equate to sixteen (16) weeks for a standard full semester and thirteen (13) weeks for a standard full quarter.

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

Any individual whose percentage of full-time employment is consistently fifty percent (50%) or higher for the fall and winter semesters shall have a single appointment which extends through both semesters.

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

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

## 1. APPOINTMENTS TO FACULTY (continued)

### 1.02 TERM (continued)

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

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

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

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

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

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

## **1. APPOINTMENTS TO FACULTY (continued)**

### **1.02 TERM (continued)**

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

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

### **1.03 PROBATIONARY APPOINTMENTS**

A probationary appointment precedes a continuing appointment, except in the case of any former term employee who completed the equivalent of a probationary period while on term assignments.

Probationary appointments shall be made for positions with fifty percent (50%) or more of an annual workload. The duration of the probationary period shall be two (2) academic years, irrespective of percentage of full-time equivalent employment, minus the length of accumulated service in term positions which do not differ significantly from the position being offered.

The probationary period for continuing faculty who assume assignments in another Department shall be two (2) academic years. No probationary period is required when the Department to which the faculty member transfers is deemed by the appropriate Vice-President to be similar in nature to the faculty member's original Department. If continuing faculty have an unsuccessful probation in another Department, they shall be re-instated in their previous position or in a similar position.

## **1. APPOINTMENTS TO FACULTY (continued)**

### **1.03 PROBATIONARY APPOINTMENTS (continued)**

As a minimum requirement, all employees on probationary appointments shall be evaluated within the first semester or quarter of their appointment and when eight (8) to ten (10) months remain in the probationary period, according to procedures established in writing for each School. The employee shall be informed of the School's evaluation procedures and standards with the letter of appointment. The methods, standards, and procedures of evaluation shall be fair and reasonable.

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

Should the evaluation which occurs with eight (8) to ten (10) months remaining in the probationary period indicate that the employee does not yet qualify for a continuing appointment, a final evaluation will be carried out within two (2) to three (3) months of the end of the probationary period.

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

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

### **1.04 CONTINUING APPOINTMENTS**

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

## **1. APPOINTMENTS TO FACULTY (continued)**

#### 1.04 CONTINUING APPOINTMENTS (continued)

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

In the event that a full-time faculty member who has converted to continuing part-time wishes to revert to a full-time appointment, he/she can only do so if there is a full-time vacancy in the area of his/her expertise or if there was an agreement specifying the years of part-time employment prior to that member becoming part-time.

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

- (d) Transition From Term Appointments to Probationary or Continuing Appointments

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

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

**1. APPOINTMENTS TO FACULTY (continued)****1.04 CONTINUING APPOINTMENTS (continued)**

- iii) The faculty member normally must have worked in one Department during the qualifying period, except in the case of faculty members who have done similar work in more than one Department. Should there be disagreement concerning whether or not an individual who has worked in more than one Department during the qualifying period is entitled to continuing status, the matter shall be resolved according to the provisions of Clauses 21.01 and 21.02.
- iv) He/she must have been successfully evaluated according to established School evaluation procedures.
- v) An assignment averaging at least fifty percent (50%) of full-time employment, with a minimum of forty percent (40%) at any given time, based on the normal workload of a full-time instructor in the relevant Department, shall be available over two (2) semesters or three (3) quarters in the next year. The College is obligated to offer continuing employment when the annual budget and operating plan indicate that an assignment to the level stipulated above will be available. When the College concludes that sufficient work is not available to offer an individual a continuing contract, the College shall inform the individual and the CCFA in writing of the reasons for the decision.

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

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

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

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

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

**1. APPOINTMENTS TO FACULTY (continued)****1.04 CONTINUING APPOINTMENTS (continued)**

(e) When a continuing position in a Department becomes available, the position shall be offered to a suitable candidate from the following categories, in the following order:

- (i) Former employees with reappointment rights, according to the provisions of Clause 3.04.
- (ii) Employees with part-time continuing appointments, in the same Department, according to the provisions of Clause 1.04(c).
- (iii) Employees on indefinite term appointments who have successfully completed the equivalent of a probationary appointment.
- (iv) Candidate selected through competition for the position.

(f) **JOB SHARING**

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

**1.05**

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

**1.06**

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

## **1. APPOINTMENTS TO FACULTY (continued)**

### **1.07 SENIORITY**

For employees on full-time or continuing part-time contracts of fifty percent (50%) or greater, seniority shall be based on continuous service on term, probationary, or continuous contracts. For employees on full-time or continuing part-time contracts of fifty percent (50%) or greater commencing employment with the College on or after April 1, 1980, seniority shall be based on continuous service on term, probationary or continuous contracts plus the aggregate lengths of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Seniority for part-time contracts of fifty percent (50%) or greater but less than full-time will be prorated. A seniority period will be established and reported for each continuing employee. An updated seniority list will be supplied to the Faculty Association at least annually.

Service seniority shall include all continuous service with the Public Service of British Columbia prior to the meld which took place October 1, 1975. When an employee is on leave of absence for approved faculty development, parental/adoption leave, prolonged work action, political leave, retraining leave or Workers' Compensation, he/she shall continue to accumulate seniority. An employee on other types of leave shall retain but not accumulate seniority.

### **1.08 TEACHING RIGHTS OF DEANS, VICE PRESIDENTS AND THE PRESIDENT**

Deans, Vice-Presidents and the President will have the right to teach at any time if the need exists, but shall not displace a continuing faculty member from employment and will not teach more than one (1) section in any term or semester without the consent of the CCFA.

No additional payment for instruction will be made to Deans, Associate Deans, Vice-Presidents or the President.

Deans, Vice-Presidents, and the President will not be required to become members of the CCFA or to pay CCFA dues.

The appropriateness of the qualifications of the Deans, Vice-Presidents and the President to teach will be determined by the responsible Dean with consultation with the appropriate Chair.

## **1. APPOINTMENTS TO FACULTY (continued)**

### **1.09 FACULTY STATUS FOR DEANS, VICE PRESIDENTS AND THE PRESIDENT**

The rights stipulated in this clause apply to Deans, Vice-Presidents and the President hired April 1, 1984, or after who opt to pay the CCFA an annual fee in lieu of dues. The amount of the fee will be determined by the CCFA and will not exceed the percentage of gross salary charged to each CCFA member for union dues.

The administrators stipulated above have the following rights:

- (a) The right, at their own or the College's request, to transfer to a faculty position in their field of expertise if a vacancy exists, with the concurrence of the appropriate Dean. This transfer shall take priority over applications from persons outside the College.
- (b) The right to exercise bumping privileges as described in Clause 3.02.
- (c) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.

### **1.10**

For the purposes of this agreement, a Dean may delegate to an Associate Dean the performance of any of his/her obligations and the exercise of any of his/her rights. (Except the restricted rights described in 1.09.)

### **1.11 OTHER UNION EXEMPT ADMINISTRATORS**

Other union exempt administrators may accept faculty assignments if they are deemed qualified by the usual faculty selection procedures. They will accept assignments on the same basis as other faculty - receiving payment for duties above and beyond their management responsibilities, and paying prorated union dues to the CCFA. In no case will an administrator, by accepting a faculty position, displace a continuing faculty member.

## **2. TERMINATION OF APPOINTMENT**

### **2.01 TERM**

Term appointments terminate on the date specified in the letter of appointment. However, 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.

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.

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.

The College may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the employee.

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.

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.

If two or more individuals qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the Dean in consultation with the Chair and other faculty within the Department.

### **2.02 RESIGNATION**

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

## **2. TERMINATION OF APPOINTMENT (continued)**

### **2.03 PROBATIONARY APPOINTMENTS**

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

### **2.04 DISCIPLINARY PROCESSES**

#### **(a) Suspensions**

The President may suspend an employee for cause. The Board shall be informed of the suspension within twenty-four (24) hours and shall, within two (2) weeks of the suspension, either dismiss the employee or reinstate him/her with or without penalty. At the same time, the President shall notify the president of the CCFA, 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.

#### **(b) Termination for Cause**

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

**2. TERMINATION OF APPOINTMENT (continued)**

**2.04 DISCIPLINARY PROCESSES (continued)**

A copy of this letter shall be sent to the Chairperson of the College Board, to the Chairperson of the Joint Faculty/Administration Committee and to the president of the Faculty Association.

(c) Burden of Proof

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

### **3. REDUCTION OF STAFF**

#### **3.01 NOTIFICATION**

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

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

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

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

#### **3.02 PROCESS**

When a reduction in staff is necessary in a particular Department, it shall occur in reverse order of service seniority. In each case, the remaining employees in the Department must have the essential skills or expertise needed to meet the Departmental objectives and activities. However, the faculty member can transfer to any other Department where he/she is fully qualified, if necessary displacing a less senior faculty member.

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

### **3. REDUCTION OF STAFF (continued)**

#### **3.02 PROCESS (continued)**

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

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

- (a) One (1) faculty member from the Department which the transferee proposes joining, and one (1) from the Department from which he/she is being laid off. These faculty members will be selected by the respective Departments. These members will be resource persons and will not vote.
- (b) One (1) faculty member and one (1) administrator appointed by the Joint Faculty/Administration Committee from its membership.
- (c) One (1) Dean from a School not affected by the transfer (appointed by the Vice President Education).
- (d) Two (2) faculty members from Schools not affected by the transfer (appointed by the Faculty Association Executive).

#### **3.03 RETRAINING**

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

### **3. REDUCTION OF STAFF (continued)**

### **3.03 RETRAINING (continued)**

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

### **3.04 SEVERANCE PAY AND REAPPOINTMENT**

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

(a) Severance Pay

An employee shall receive severance pay calculated as follows:

Payment of one-half (1/2) of one (1) month's salary for each full-time equivalent year of accumulated service to the College to a maximum of six (6) months of equivalent salary.

Laid off employees have the choice of collecting their severance pay in one lump sum or in monthly installments paid for the duration of the period covered by severance pay.

Should an employee be re-employed on a probationary or continuing contract before the expiration of the period of time covered by severance pay, the employee shall repay the College the unused portion of the severance pay within the first month of the commencement of the new appointment.

Employees reappointed on continuing or probationary contracts who elected to receive their severance pay in equal monthly installments shall not receive severance pay for the unused portion of the severance period.

### **3. REDUCTION OF STAFF (continued)**

#### **3.04 SEVERANCE PAY AND REAPPOINTMENT (continued)**

While receiving severance pay, the employee will not accumulate seniority or be eligible for College pension or other benefits. If the employee is rehired on a continuing or probationary contract and subsequently laid off again according to Clauses 3.01 and 3.02, he/she will only be eligible to receive the portion of the original severance pay that was not received or which was repaid to the College at the time of rehiring plus any additional severance pay earned through the latest appointment.

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

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

##### **b) Reappointment**

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

When qualifications are in question concerning an assignment in the individual's previous Department, the adequacy of the qualifications shall be determined according to a process established by the Joint Faculty/Administration Committee.

**3. REDUCTION OF STAFF (continued)**

**3.04 SEVERANCE PAY AND REAPPOINTMENT (continued)**

When the qualifications are in question, concerning a position in another Department, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02.

#### **4. PLACEMENT ON SCALE**

##### **4.01 PLACEMENT**

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

(a) Category I:

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

(b) Category II:

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

#### 4. PLACEMENT ON SCALE (continued)

##### 4.02 SALARY RANGE

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

	<u>Minimum Initial Placement</u>	<u>Maximum Initial Placement</u>	<u>Maximum Salary</u>
Category I	Step 14*	Step 9	Step 2
Category II	Step 13* (PhD Step 12*)	Step 9	Step 1

\* Effective April 1, 2000, Step 13 shall be the Minimum Initial Placement for Category I, Step 12 for Category II, and Step 11 for Ph.D.

##### 4.03 RECOGNITION OF WORK EXPERIENCE FOR INITIAL PLACEMENT

For initial placement on scale, the following experience shall be recognized by granting one (1) additional step on scale up to a maximum of Step 9.

- (a) Each year of teaching or relevant work experience in a college, technical institute, vocational school or any educational setting in which the employee's work was similar in essence to his/her Camosun assignment.
- (b) Each year of teaching or relevant work experience in a secondary school or university.

**4. PLACEMENT ON SCALE (continued)****4.03 RECOGNITION OF WORK EXPERIENCE FOR INITIAL PLACEMENT (continued)**

- (c) Two (2) years of relevant work experience in a setting other than the settings stipulated in (a) and (b) above when such experience exceeds that required to qualify for the individual's assigned salary category.
- (d) One (1) year of work experience, for non-instructional faculty when the College deems the work to be essentially the same and at the same professional level of responsibility as that to be performed at the College.

**4.04 ADVANCED INITIAL PLACEMENT**

Education beyond that required for the initial category placement (according to Clause 4.01) will be recognized as follows:

Initial placement shall be advanced one Step for each of the following, but not beyond Step 9:

- (a) completion of an additional degree at the Bachelor's, Master's, or Doctoral level at a recognized university or college.
- (b) completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the faculty member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements for the faculty member's salary placement category. No more than one increment shall be claimed under this clause for a single program of study and an increment shall not be awarded for the same period of study under both (a) and (b).
- (c) completion of professional certification equivalent to at least one (1) year of advanced study, relevant to the College role of the faculty member.
- (d) completion of a teaching certificate or instructor's diploma.

#### **4. PLACEMENT ON SCALE (continued)**

##### **4.05 INITIAL PLACEMENT PROCEDURE**

Employees' initial salary placement shall normally be according to the terms of Clauses 4.01 through 4.04. The initial placement procedure, including maximum placement on the scale, applies to all faculty members new to the College, and to all faculty members who have had a break in employment with the College of 36 months or longer.

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

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

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

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

##### **4.06 PAYMENT OF SALARIES**

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

## **5. INCREMENTS**

### **5.01 ADVANCED PLACEMENT UPON CHANGE OF QUALIFICATIONS**

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

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

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

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

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

**5. INCREMENTS (continued)****5.01 ADVANCED PLACEMENT UPON CHANGE OF QUALIFICATIONS (continued)**

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

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

The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the College and the Camosun College Faculty Association, shall process and review all applications related to item (e), and shall forward its placement recommendations to the appropriate Vice-President.

**5.02 INCREMENTS FOR SERVICE**

For each full-time equivalent year of service to the College an employee is entitled to one (1) increment on the basic salary scale until he/she reaches the maximum for his/her category. The increment date shall be as specified in individual letters of appointment and for those hired on or after August 1, 1973, the increment date shall be the first day of the first full month of service.

**5. INCREMENTS (continued)****5.03 PROFESSIONAL DEVELOPMENT LEAVE**

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

## **6. CHAIR**

### **6.01 STIPEND**

- (a) Chairs shall be entitled to an administrative stipend. When it is deemed necessary to appoint an Acting Chair because of an extended absence of a Chair, the Acting Chair will also receive an amount equal to the amount of stipend that the Chair receives.
- (b) In Departments in which more than one individual is required for administration, the faculty member(s) designated to assist shall receive up to one-half (1/2) of the Chair's stipend. At the discretion of the Dean, the employee's workload may also include designated time for these additional duties.
- (c) In those instances where the College creates a separate Department comprising fewer than three (3) faculty FTE, one of the faculty members in that Department shall be selected to provide the required administrative services, and shall receive a prorated stipend up to one-half (1/2) the Chair's stipend. At the discretion of the Dean, the employee's workload may also include designated time for these additional duties.

### **6.02 CHANGE OF STIPEND**

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

### **6.03 DUTIES OF CHAIRS**

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

### **6.04 COMPLEMENT OF CHAIRS**

For each Department (career program or subject cluster defined by the College) which consists of three (3) or more faculty FTE, a Chair shall be appointed. Each Chair will have a reduced teaching load established from time to time by the Dean and Vice-President in consultation with the Chair.

## **6. CHAIR (continued)**

### **6.05 APPOINTMENT OF CHAIRS**

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

### **6.06 TERM OF OFFICE OF CHAIRS**

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

### **6.07 QUALIFICATIONS OF CHAIRS**

Members in the Department in which a Chair position is available shall be given first preference for the position and, in any event, the successful candidate will be qualified in at least one (1) area of the Department's expertise.

### **6.08**

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

## 7. WORKING CONDITIONS

### 7.01 WORKLOAD

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

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

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

In establishing workload, the College and the CCFA shall be guided by the following principles:

#### PRINCIPLES

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

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

## **7. WORKING CONDITIONS (continued)**

### **7.01 WORKLOAD (continued)**

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

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

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

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

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

Faculty workloads will reflect Departmental, rather than School-wide or College-wide conditions.

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

When the employee, Chair, and Dean cannot reach agreement on a faculty member's workload, the matter will be resolved in accordance with Clauses 21.01 and 21.02 of this Collective Agreement.

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

## **7. WORKING CONDITIONS (continued)**

### **7.01 WORKLOAD (continued)**

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

Should the Committee find in favor of an individual faculty member who filed a complaint, his/her workload must be reduced by the beginning of the next term and appropriate compensation arranged for the period of excessive workload.

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

### **Chairs**

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

### **7.02 WEEKLY CONTACT HOURS**

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

Normal maximum contact hours:

(I)	Lecture (substantial preparation or marking - generally large group)	16 hrs/wk
(II)	Laboratory	24 hrs/wk
(III)	Tutorial or seminar (20 or fewer students engaged in individualized or small group study)	24 hrs/wk
(IV)	Shop, clinical or classroom	24 hrs/wk

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

## **7. WORKING CONDITIONS (continued)**

## **7.02 WEEKLY CONTACT HOURS (continued)**

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

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

## **7.03 NON-TEACHING EMPLOYEES AND NON-TEACHING DUTIES**

- (a) Non-teaching employees shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period.
- (b) Chairs in non-teaching areas will receive release time proportional to those in instructional areas.
- (c) Continuing Education (CE) and Contract Training & International Education (CT&IE) Coordinators shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period, plus unscheduled programming time up to an average of seven (7) hours per week. An annual programming assignment will be established by the Coordinator and the Dean's designate, and approved by the Dean. When a Coordinator and the Dean cannot reach an agreement on the workload, the matter will be resolved in accordance with Clause 21.01 - Resolution of Misunderstandings or Complaints.

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

## **7.04 SUBSTITUTE INSTRUCTORS**

- (a) Selection:

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

## **7. WORKING CONDITIONS (continued)**

**7.04 SUBSTITUTE INSTRUCTORS (continued)****(b) Conditions of Employment for Substitutes and Reporting Responsibilities:**

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

Substitute instructors shall not become union members.

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

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

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

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

**(c) Overload:**

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

## **7. WORKING CONDITIONS (continued)**

### **7.04 SUBSTITUTE INSTRUCTORS (continued)**

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

### **7.05 CONTINUING EDUCATION (CE)**

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

### **7.06**

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

## **8. ANNUAL VACATION**

### **8.01 ENTITLEMENT**

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

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

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

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

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

- (b) Term faculty with appointments of less than twelve (12) months are entitled to vacation pay equal to sixteen and eight-tenths percent (16.8%) of the gross salary earned during the time of appointment. If vacation days are taken during the term, the payment made for these days will be deducted from the employee's vacation pay accrual.

## **8. ANNUAL VACATION (continued)**

### **8.01 ENTITLEMENT (continued)**

Term faculty members whose appointments span the week between Christmas and New Year's shall have (3) three days' salary deducted from their vacation pay unless the non-statutory days in that week form a part of the faculty member's preparation time for his/her new assignment, as stipulated in Clause 1.02 (c).

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

### **8.02 SICKNESS**

In the event that an employee requires hospitalization or is seriously ill during his/her annual vacation period, the employee shall upon request and upon presentation of a physician's statement, apply the period of illness or hospitalization to sick leave rather than vacation, provided the sick bank is not used. The employee must inform the Dean of the claim within two (2) months of returning to work.

### **8.03**

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

**9. PAID HOLIDAYS**

The following have been designated as paid holidays:

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

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

## **10. FACULTY DEVELOPMENT PROGRAM**

### **10.01 POLICY AND DEFINITION**

Continuous improvement of individual faculty members, of student performance, and of achievement of the College Mission are intended outcomes of the Faculty Development Program, which has as its primary purpose the improvement of teaching and learning at Camosun College. The program will encourage and enable faculty members to improve and grow by making planned changes in their expertise, skills, attitudes, career path, or personal lives.

The Faculty Development Program at Camosun is based on the following propositions:

Faculty development is:

- both a professional obligation and a right;
- most effective when initiated by the faculty member in an institutionally supportive environment;
- available to all faculty members;
- designed and operated by faculty, in concert with their Chairs, if applicable, and their Deans, and with recognition of the needs of students, of the faculty member's Department and School, and of the College.
- composed of a variety of activities responding to a range of individual and institutional needs.

Faculty development activities could include but are not restricted to the following:

- formal or private study, either for credit or not for credit;
- research;
- industrial or community liaison;
- work experience;
- relevant travel;
- course, curriculum, and/or program development, review, and revision;

### **10. FACULTY DEVELOPMENT PROGRAM (continued)**

### **10.01 POLICY AND DEFINITION (continued)**

- exploration and development of new course materials;
- development of instructional innovation;
- participation in the planning or governance procedures of the Department, School, or College;
- on campus in-service seminars and courses;
- short-term releases from teaching or other professional duties (as defined and approved by the Professional Development Committee);
- extended leave for employees having a continuing appointment;
- an exchange program whereby an employee may for up to one (1) year exchange duties with someone from another institution, a person with appropriate qualifications. The Camosun faculty member will receive full pay and benefits, will receive an increment (if applicable), and will in all respects continue as an employee of Camosun College;
- an interdepartmental exchange program whereby faculty from two (2) different Departments exchange duties for a specified period of time in accordance with College policies and guidelines;
- annual development time as specified below.

### **10.02 RELEASE TIME FOR FACULTY DEVELOPMENT**

#### Faculty Rights

Effective April 1, 1993, every continuing and probationary faculty member, with the exception of Coordinators and SRS Programmers, shall be granted annually two (2) months' release from normal duties, or the equivalent, for approved faculty development activities. For faculty who work on the quarter system, the standard release time pattern shall be one (1) quarter release every second year.

For each project under this clause the faculty member must submit a plan which describes the activity and specifies anticipated outcomes. While specific faculty development projects may be wide-ranging and multi-faceted, the activities should fit one (1) or more of the following three (3) categories:

## **10. FACULTY DEVELOPMENT PROGRAM (continued)**

### **10.02 RELEASE TIME FOR FACULTY DEVELOPMENT (continued)**

Professional Development focuses on the individual's acquisition of knowledge, sensitivities, and techniques related to teaching and learning and/or to the faculty member's area(s) of expertise.

Instructional Development focuses on the strengthening of courses and programs (including curricula, learning materials, and the structure of learning experiences) with the purpose of fostering improvement in students' learning.

Organizational Development focuses on the improvement of the effectiveness of a Department, School, or the College in providing a sound learning and teaching environment.

Coordinators and SRS Programmers are each entitled to one (1) month of faculty development time annually, normally to be taken as a two (2) months' professional development activity every second year.

Time taken on brief professional development activities approved and funded by the Professional Development Committee is not considered part of the faculty member's annual development time.

It is expected that approximately half of the development projects initiated by faculty members will be for professional development, except as noted above for Coordinators and SRS Programmers. With approval from their Dean, faculty members may increase their proportion of professional development, and the College can also introduce for agreement by faculty, priorities and projects which focus on group or whole program development activities.

Normally, half of each librarian's release time projects will be used to develop curricula and materials for bibliographic instruction and/or to develop library/media collections, services, and systems.

Normally half of each counsellor's release time projects will be used for any or all of the following activities: to maintain currency with counselling interventions and strategies, to modify and upgrade curricula and materials for workshops, to upgrade resource materials, plan for special events, and to develop curricula for instructional programs.

## **10. FACULTY DEVELOPMENT PROGRAM (continued)**

### **10.02 RELEASE TIME FOR FACULTY DEVELOPMENT (continued)**

Development activities shall take place in one (1) uninterrupted block of time unless the faculty member proposes another pattern. Proposals for combinations of development and teaching time are also possible. Subject to restrictions stated in the next paragraph, a faculty member may defer all or part of a year's development time, as long as the deferral does not result in significant increases in the cost of replacing the faculty member for his/her normal duties. The faculty member's intention to defer development time must be made known prior to the beginning of the deferral. Proposals for part-time release for development purposes totalling to the equivalent of two (2) months' release will be considered. As with any development proposal, projects to be undertaken during part-time release or by means of the deferral of development time require prior approval of the Dean.

Pending recommendations of the Joint Committee on Faculty Development no arrangement will be approved which involves the deferral of more than two (2) months' release time, except when the Dean and the faculty member agree that the faculty member's regular College assignment prevents the faculty member from utilizing all or part of his/her release time. In such instances the faculty member shall carry forward all deferred development time for future use.

Proposals for the use or deferral of development time must be submitted by February 15 of the fiscal year prior to the fiscal year in which the activity will be undertaken or the deferral will begin. Proposals submitted by February 15 which do not receive a response by March 1 will be deemed to have been approved. Faculty members who do not submit a development time proposal by February 15 shall be deemed to have forfeited their development time for the next fiscal year.

Faculty development activities require the approval of the appropriate Dean who will inform the faculty member of his/her recommendation no later than March 1 of each year for inclusion in the College's operating plan. Proposals for the use and/or deferral of development release time shall not be unreasonably denied but shall be planned so as to cause the least possible disruption to students and, where possible and applicable, to occur in periods of reduced student activity. Any faculty member whose development time is deferred after the Dean and the faculty member agree that the faculty member's regular College assignment prevents him/her from using the development time for one (1) or more years may need to use their deferred development time, or a portion of it, outside of periods of reduced student activity.

**10. FACULTY DEVELOPMENT PROGRAM (continued)****10.02 RELEASE TIME FOR FACULTY DEVELOPMENT (continued)**

The rejection of a proposal by a Dean results not in the forfeit of the faculty member's release time but in discussions amongst the faculty member, Chair, and Dean about an alternative development activity. Should the faculty member and the Dean be unable to agree on a mutually acceptable development activity the matter shall be referred to the Joint Faculty/Administration Committee for resolution.

The College's operating plan will contain a commitment to provide for the Faculty Development Program to the level provided for by this clause, including a commitment, within the limits of available resources, to provide replacement faculty for faculty members released from normal duties for faculty development purposes.

Faculty Obligations

Although some minor variations are to be expected, each faculty member is obligated to carry out the general plan described in his/her approved proposal. Major changes in plans must be reviewed and approved by the Dean prior to implementation. The development time will conclude with a report to the Chair (if applicable), the Dean, and the faculty member's Department of outcomes achieved. Copies of the reports shall be available to the Joint Committee on Faculty Development.

Each faculty member who is regularly responsible for courses must ensure that an appropriate amount of development time is focused on the review and update, as required, of the outlines and curricula of those courses.

At least once every five (5) years each faculty member covered by this clause must submit to her/his Dean documentation of appropriate and adequate professional development activities to maintain her/his competency as a faculty member in her/his area of specialization.

**10. FACULTY DEVELOPMENT PROGRAM (continued)****10.02 RELEASE TIME FOR FACULTY DEVELOPMENT (continued)****(a) Exchange Of Sick Leave Payout Credits For Professional Development**

Faculty members whose sick leave credits were frozen at the March 31, 1988 level have the option of exchanging sick leave payout credits for extra faculty development time at the rate of one (1) day of approved development time for the payout credits of two (2) accumulated sick days. The extra faculty development time, obtained through this exchange process, shall not accrue faculty development time and holiday entitlements when taken within the year immediately prior to retirement. The calculation shall be made from the end date of the development time. The number of sick leave days accumulated for use during illness shall not be thereby reduced.

**10.03 NON-TEACHING DUTY DAYS**

A teaching employee will be expected to be on campus and engaged in College work including Department meetings, on week days other than 'paid holidays', and his/her annual vacation, unless he/she has obtained specific approval to be off campus for professional development under 10.01 or 10.02 or to perform clearly specified college work.

**10.04 PROFESSIONAL DEVELOPMENT FUND**

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

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

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

**10. FACULTY DEVELOPMENT PROGRAM (continued)****10.05 PROFESSIONAL MEETINGS**

- (a) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with his/her dean up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of the College and Institute Educators Association (C.I.E.A) of British Columbia or registered professional associations.
  
- (b) Up to four (4) times a year during the 3:30 - 5:30 p.m. period, faculty members covered by this agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the CCFA. The Dean may cancel the classes or make other arrangements at her/his discretion.

## **11. PUBLIC OR UNION OFFICE**

### **11.01 SEEK ELECTION**

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

### **11.02 CAMPAIGN**

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

### **11.03 LEAVE**

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

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

## **12. COURT APPEARANCES**

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

## **13. LEAVE**

### **13.01 UNPAID LEAVE**

Unless the request creates serious problems for the College, the Board will grant an employee unpaid leave for up to one (1) year. Under special circumstances a leave may be approved or extended to a total of three (3) years. A leave will be for any purpose deemed justifiable by the employee. If the leave involves experience of value to the College, as approved in writing by the appropriate Vice-President, the faculty member will accumulate seniority and, if applicable, increment credit during the leave. Such approval will be conditional on the leave being used essentially as planned. Advanced placement for activities carried out during the leave is subject to the terms and conditions of Clause 5.01. A faculty member cannot earn both increment credit and advanced placement credit for the same activity.

Arrangements for the leave must take into account that an employee's annual vacation entitlement will be reduced in proportion to the leave period.

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

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

### **13.02 BEREAVEMENT LEAVE**

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

### **13.03 DEFERRED SALARY LEAVE PLAN**

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

## **13. LEAVE**

### **13.04 PENSION ON PROFESSIONAL DEVELOPMENT LEAVE**

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

## **14. PARENTAL LEAVE**

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

### **14.01 PARENTAL LEAVE**

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

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

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

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

### **14.02 PATERNAL LEAVE**

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

### **14.03 ADOPTION LEAVE**

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

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

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

**14. PARENTAL LEAVE (continued)**

**14.03 ADOPTION LEAVE (continued)**

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

## **15. SICK LEAVE**

### **15.01 BASIC**

An employee is entitled to sick leave at the rate of one and one-half (1 1/2) days per month. An employee having a continuing appointment shall be credited with eighteen (18) days sick leave each year on the first day of April. A newly appointed employee shall be credited, on appointment, with sick leave for the remainder of the fiscal year, i.e. until March 31, at the rate of one and one-half (1 1/2) days per month. A part-time employee is eligible for sick leave on a prorated basis which is calculated at the time it is required.

Term employees may accumulate and carry forward all unused sick leave to their future contracts when the break between contracts is ten (10) months or less. Any break longer than ten (10) months will cancel all previous sick leave credits.

### **15.02 ACCUMULATION**

- (a) Unused sick leave shall be cumulative to a maximum of two hundred fifty (250) working days and credited to the employee's sick leave account. A statement of cumulated leaves, effective March 31 of each year, will be available in each School office.
- (b) Deductions shall be made from sick leave entitlements in accordance with the following:
  - (i) all absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) and subject to Clause 16, shall be charged against an employee's sick leave credits;
  - (ii) there shall be no charge against an employee's sick leave credit when his/her absence on account of illness or injury is less than one-half (1/2) day;
  - (iii) where the period of absence on account of illness is more than one-half (1/2) day but less than one (1) full day, one-half (1/2) day only shall be charged as sick leave.
- (c) All CCFA members on continuing appointment who were under age fifty-five (55) on March 31, 1988, will have their sick leave accumulation payout credits frozen at the March 31, 1988 level.

**15. SICK LEAVE (continued)****15.02 ACCUMULATION (continued)**

Faculty members whose sick leave payout credits are frozen may choose to exchange some or all of the frozen credits for approved faculty development time above the level of faculty development assured by Clause 10.02(a) of the Agreement. The rate of exchange will be one (1) additional approved faculty development day for the payout credits of two (2) accumulated sick days. The payout credit will be reduced accordingly and cannot be re-accumulated prior to retirement. The additional faculty development time, obtained through this exchange process, shall not accrue faculty development time and holiday entitlements when taken within the year immediately prior to retirement. The calculation shall be made from the end date of the development time. The number of sick days accumulated for use during illness shall not be reduced by the application of this clause.

All CCFA members employed at the College on or after April 1, 1988, will accumulate sick leave at current rates but will not be eligible for a payout upon retirement.

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

**15.03 FAMILY ILLNESS**

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

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

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

**15. SICK LEAVE (continued)****15.04 SICK LEAVE BANK**

- (a) Each full-time employee who holds an appointment of one (1) year or longer or a continuing part-time employee having a workload of fifty percent (50%) or more, shall, on April 1 of each year, donate one (1) day's sick leave from his/her sick leave entitlement to a sick leave bank until such time as there is in the bank a number of days equal to six (6) times the number of such full-time employees, as determined on that date.
- (b) Only those employees as described in (a) are entitled to draw from the bank.
- (c) An employee who has drawn from the bank may not begin to accumulate sick leave until he/she has repaid the bank one-third (1/3) of the amount, reckoned to the nearest multiple of three (3), which he/she has drawn from the bank.

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

- (d) An employee who exhausts his/her sick leave allotment and accumulation shall be entitled to additional days of sick leave only for those days of absence for which a qualified medical practitioner testifies that the employee was unable to attend to his/her duties at the College.
- (e) All requests for additional sick leave must be submitted in writing, together with the necessary medical certificates, to the Joint Faculty/Administration Committee which shall make a recommendation to the appropriate Vice-President as to whether or not the employee is to be granted sick leave from the bank and, if applicable, the number of days to be granted. The Committee may not recommend that an employee receive more days from the bank than are necessary to qualify for Disability Insurance benefits, unless the employee does not qualify for benefits and can present medical confirmation of illness.
- (f) In the event that the bank is exhausted, the Union may levy each employee additional days of sick leave and shall be entitled to deposit such days in the bank.

## **16. WORKERS' COMPENSATION BOARD AND INDUSTRIAL HEALTH AND SAFETY**

### **16.01 WORKERS' COMPENSATION BOARD**

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

Where an employee is on a Claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave, at his/her regular rate of salary, up to a maximum of one hundred twenty-six (126) days for any one (1) claim. Where an employee elects to claim leave with pay under this clause, the Compensation payments received by the employee from the Workers' Compensation Board, shall be remitted to the employer. There shall be no deduction from an employee's sick leave as a result of this clause.

### **16.02 INDUSTRIAL HEALTH AND SAFETY**

The Faculty Association and the College agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other statute of the Province of British Columbia pertaining to the working environment, shall be complied with. First Aid kits shall be supplied in accordance with this section.

All faculty must attend a WHMIS Educational Seminar within the first two (2) months of employment. Faculty handling hazardous materials must also attend a training session with the first two (2) months of employment.

#### College Industrial Health and Safety Committee

The College agrees to establish and maintain a College Industrial Health Safety Committee. The Industrial Health and Safety Committee shall be composed of representatives from administration, each union and each major campus. The Faculty Association agrees to support the College in obtaining representatives to serve on the committee.

The Industrial Health and Safety Committee may establish subcommittees on any campus where it deems necessary. This committee will meet at regular intervals to be determined by the membership and will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Industrial Health and Safety Committees shall be sent to the President and Union Executives. Employees who are representatives of the Industrial Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending an Industrial Health and Safety Committee meeting.

## **16. WORKERS' COMPENSATION BOARD AND INDUSTRIAL HEALTH AND SAFETY (continued)**

### **16.02 INDUSTRIAL HEALTH AND SAFETY (continued)**

No employee shall be disciplined for refusal to work on a job which in the opinion of (a) a member of the Industrial Health and Safety Committee, (b) a person designated by the Industrial Health and Safety Committee, or (c) a Safety Officer, after an on-site inspection and following discussion with the representative of the employer, does not meet the standards established pursuant to the Workers' Compensation Act. The employee shall return to the work situation when it is declared by the Industrial Health and Safety Committee to meet the standards.

#### Injury Pay Provision

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

#### Transportation of Accident Victims

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

#### Investigation of Accidents

The Industrial Health and Safety Committee shall be notified of each accident or injury to College employees engaged in College activities and shall investigate and report to the President of the CCFA and President of the College on the nature and cause of the accident. In the event of a fatality, the Bursar/Vice-President, College Services shall immediately notify the President of the Faculty Association of the nature and circumstances of the accident.

#### Industrial First Aid Requirements

- (a) The Faculty Association and College Board agree that they shall comply with First Aid Regulations made pursuant to the Workers' Compensation Act.
- (b) Upon the advice of the Industrial Health and Safety Committee, the Bursar shall designate an employee as the First Aid Attendant at each major campus. The person so designated will normally be a member of CUPE and will receive the stipend approved in the CUPE Agreement.

**16. WORKERS' COMPENSATION BOARD AND INDUSTRIAL HEALTH AND SAFETY (continued)**

**16.02 INDUSTRIAL HEALTH AND SAFETY (continued)**

- (c) Where the College requires an employee to perform first aid duties in addition to the normal requirements on the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the College, and where necessary, leave to take the necessary courses shall be granted with pay.
- (d) When a member of the Faculty Association agrees to act as the designated First Aid Attendant at any campus, the member shall receive a stipend equivalent to that received by a CUPE employee having similar first aid qualifications.
- (e) Safety Courses

The Industrial Health and Safety Committee will keep itself informed of training programs sponsored by the Workers' Compensation Board or other agencies, and make recommendations for participation.

## **17. BENEFITS**

### **17.01**

All benefits except those provided as a result of the Employment Insurance Rebate shall be considered part of this Agreement. Benefits shall be set forth in the Employees' Benefits for Faculty Handbook. Each employee shall receive a copy of the Handbook at the time of employment and each time it is updated.

### **17.02 MEDICAL SERVICES**

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

### **17.03 DENTAL PLAN**

The Board shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time employees. Premiums for employees on less than a full-time appointment shall be shared on a prorated basis. Service and coverage shall not be less than that provided as of January 1, 1982. Each full-time employee who has a continuous appointment of ten (10) months or longer, or continuing part-time employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan.

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

### **17.04 GROUP LIFE**

For full-time employees, the Board shall pay one hundred percent (100%) of the premium costs of a group life insurance policy which provides for the payment of fifty thousand dollars (\$50,000) on the death of an employee. Premiums for employees on less than full-time appointments will be shared on a prorated basis.

## **17. BENEFITS (continued)**

### **17.04 GROUP LIFE (continued)**

Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees shall be a condition of employment.

### **17.05 DISABILITY INSURANCE**

Each employee shall pay all of the costs of a Group Disability Insurance Plan which provides for a monthly income benefit of two-thirds (66 2/3%)\* of gross monthly salary up to a maximum benefit of 85% of pre-disability gross monthly earnings less usual income tax deductions.

Administrative costs of this plan shall be borne by the Board. Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees in this plan shall be a condition of employment.

The employee in receipt of Disability Income benefits under the group plan will have the opportunity to participate during a period not exceeding two (2) years in College benefit plans, as applicable but will be required to pay one hundred percent (100%) of the premium costs thereof.

The employee in receipt of Disability Income benefits under the group plan will be entitled to return to the employ of the College during a period not exceeding two (2) years from the beginning of continuous absence from the job, plus the time, if any, between the date when the employee is declared fit for work and the date of the next regular student intake in the relevant program.

However, the College will hold the employee's position open for four (4) years (plus the time to the start of the next semester, quarter, etc.) if:

- (a) the employee had been a continuing employee prior to the onset of the disability; and,
- (b) a medical prognosis indicates a probability that the employee will become fit for work within four (4) years.

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

**17. BENEFITS (continued)****17.05 DISABILITY INSURANCE (continued)**

A person returning from a period of disability will, whenever possible, resume his/her appointment at the beginning of the next semester or quarter or at the next regular intake for students in the relevant course or program. However, the timing of the faculty member's return to work shall not result in more than two (2) months between the cessation of Disability Benefits and the resumption of the faculty member's employment.

In the case of a term employee, the entitlement to return to the College will not extend beyond the end date of the employee's appointment at the time of the onset of the disability.

Seniority shall continue to accumulate during the period of disability to a maximum of two (2) years.

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

The CCFA and the College recognize the right of the CCFA, at any time while this collective agreement is in effect, to reduce the monthly income benefit to 60% of gross monthly salary up to a maximum benefit of 85% of pre-disability gross monthly earnings less usual income tax deductions.

Should the CCFA reduce the monthly income benefit to the 60% benefit level described above, the College will pay, on behalf of a disabled employee, the required premiums to continue his/her medical, dental, extended health, psychological services and life insurance benefit plans for the period of time that the employee is in receipt of disability income benefits and remains an employee of the College. This paragraph will become effective on the 1st day of the month following a CCFA decision to reduce coverage to the 60% benefit level and will apply only to those faculty members who receive disability income at the 60% income benefit level.

The CCFA and the College also recognize the right of the CCFA to further reduce the level of coverage to below the described 60% benefit level or to increase it to the previous level of 66 2/3%. Should the CCFA increase the coverage, the College will cease the payment of benefit premiums as described in the paragraph above, except for those CCFA faculty receiving a disability income based on the 60% benefit level until the claims are concluded or they are no longer employees of the College.

**17. BENEFITS (continued)**

**\*Note:** Effective June, 1998 the CCFA opted to change to a 50% and 60% plan based on individual choice.

### **17.06 PENSION**

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

### **17.07 COVERAGE FOR PART-TIME AND TERM APPOINTMENTS**

Employees on part-time (but not continuing) or on full-time term (more than one (1) month but less than four (4) months) shall be entitled to receive medical benefits. In the case successive term appointments result in a term of uninterrupted employment of more than four (4) months, the employee shall be eligible for group life and disability benefits from the date of the beginning of the contract which results in the total period of employment exceeding four (4) months.

### **17.08 TUITION FEES**

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

## **18. RETIREMENT**

### **18.01 RETIREMENT ALLOWANCE**

If the College is able to obtain an allocation from the Consolidated Revenue Fund for the purposes outlined below, then upon retirement from service, an employee who transferred October 1, 1975, from Public Service to College employ and who has completed twenty (20) years of continuous service and who under the provisions of the Public Service Superannuation Act is entitled to receive a superannuation allowance on such retirement, is entitled to an amount to be paid out of the Consolidated Revenue Fund equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.

### **18.02 EARLY RETIREMENT**

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

### **18.03 EARLY RETIREMENT INCENTIVE**

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

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

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

## **19. PARKING**

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

**20. INDEMNITY**

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

## **21. RESOLUTION OF DISPUTES**

### **21.01 RESOLUTION OF MISUNDERSTANDINGS OR COMPLAINTS**

Under the terms of this clause, individual faculty members and/or the CCFA as a whole may raise complaints or attempt to resolve misunderstandings concerning the administration of this Agreement or other matters relating to employment at the College.

The Association and the Board agree to attempt to resolve misunderstandings and complaints at the earliest possible stage through procedures which bring together the concerned faculty member(s) and the administration for frank and open discussion. A faculty member registering a complaint is entitled to have a representative of the Faculty Association present for such discussions. Discussions shall proceed according to the following sequence:

- (a) The complainant first discusses the complaint or misunderstanding with the appropriate Chair in an effort to resolve the matter promptly and informally. If the issue is not resolved with the Chair, the complainant then discusses the matter with the appropriate Dean. In areas without a Chair, the faculty member first discusses the issue with the appropriate Director or the Dean and a faculty member of the complainant's choice.
- (b) If the issue is not resolved through discussions outlined in (a) above, the matter shall be referred to the Joint Faculty/Administration Committee. The Committee shall discuss the matter and recommend a resolution.
- (c) If the Joint Faculty/Administration Committee is not able to resolve the misunderstanding or complaint within twenty (20) working days of being informed, or either party determines within ten (10) working days of the committee's decision that the resolution is not acceptable, the matter shall be discussed with the President.

### **21.02 GRIEVANCE PROCEDURE**

If the President is not able to resolve a misunderstanding or complaint concerning the administration of this Agreement within twenty (20) working days, a formal grievance may be filed with the College Board.

If, within twenty (20) working days, the Board and the Association are not able to resolve the grievance, either party may refer the matter to arbitration.

## **21. RESOLUTION OF DISPUTES (continued)**

### **21.03 ARBITRATION**

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

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

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

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

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

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

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

### **21.04 VARIATION OF PROCEDURE**

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

## **22. UNION MEMBERSHIP AND DUES**

### **22.01 BARGAIN UNIT DEFINITION**

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

### **22.02 MEMBERSHIP**

All employees covered by this Agreement shall as a condition of employment, hold and maintain membership in the Union after accumulating thirty (30) working days service with the College except where exempted and as outlined according to the laws of British Columbia.

### **22.03 DUES**

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

## **23. UNION RIGHTS**

### **23.01 INDIVIDUAL AGREEMENTS**

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

### **23.02 FAIR TREATMENT**

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

### **23.03 LEAVE FOR UNION BUSINESS**

Approved leave of absence with pay will be granted to:

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

### **23.04 RELEASE TIME**

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

A CCFA member elected to office in the College-Institute Educators Association shall be granted leave from the College, upon request, with adequate notice given to the College. Release time, holidays, and benefits shall be charged to the CCFA at the rates of the person on leave.

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

**23. UNION RIGHTS (continued)****23.05 PICKET LINES**

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

**23.06 STRUCK WORK**

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

**24. SAFEGUARD AGAINST SALARY REDUCTIONS**

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

**25. USE OF TERMS**

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

The term "Coordinator" refers to a change for job titles for CCFA positions within the following areas: Continuing Education, Cooperative Education, and Contract Training and International Education.

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

**26. TERM OF AGREEMENT**

**26.01**

This Agreement shall be binding and remain in full force and effect from the 1st day of April, 1998 through the 31st day of March, 2001 and shall continue in force until the renewal of this Agreement.

**26.02**

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

**27. ARBITRATION**

- (a) No later than January 31 of the year in which the Collective Agreement expires, the two parties shall agree to a period of time for negotiations which shall extend to at least one (1) month after the expiration date of the Agreement. The negotiating period can be extended with the agreement of the two parties.
- (b) If thirty (30) days after the expiry of this Agreement, or of the award of an arbitration board, or at the conclusion of a period of negotiation agreed to by the parties, whichever is longer, no agreement has been reached between the parties as to the terms of a new agreement, either party may refer the matters in dispute to a Board of Arbitration, as determined in (c) of this section. The decision of the Board shall be binding on the parties to this Agreement until the next anniversary date of the Agreement.
- (c) On or before the date of conclusion of the period of negotiation agreed to by the two parties, should there be no agreement between the parties as to the terms of a new Collective Agreement, the parties shall reach a decision as to the form of compulsory binding arbitration which shall be used.
- (d) Either party or both parties may refer unresolved matters to the mediation services of the Labour Relations Board, prior to referring the dispute to binding arbitration, with the costs of the mediation to be shared equally by the two parties.

## **28. EMPLOYEE APPRAISAL**

### **28.01 PROCESS**

- (a)
- (i) An evaluation of each continuing employee shall be completed at least once every three (3) years. After two (2) evaluations confirming the faculty member's competence, a simple statement by the Dean added to the faculty member's file, attesting to continuing satisfactory performance shall normally meet the requirements of this clause. The methods of evaluation and the criteria to be used shall be developed by the Dean or Vice-President as appropriate in consultation with the Chairs in the School. The methods of evaluation and the criteria used shall be fair and reasonable. The Dean or Vice-President as appropriate will ensure that all employees are aware of the methods of evaluation and criteria to be used.
  - (ii) All faculty members on term appointments shall be evaluated according to the procedures established for their School within the first 8 (eight) months of aggregate appointment periods (independent of percentage of full-time employment). A second evaluation shall be completed prior to the completion of four (4) semesters or six (6) quarters of employment, also irrespective of the percentage of full-time employment.
- (b) When a formal performance review of an employee is completed, that employee will be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for the employee's signature to indicate that he/she has read the report and either accepts or rejects the appraisal. No employee shall initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. The employee shall receive a copy of the report. Changes in the methods of formal evaluation will be discussed with the appropriate Union representative before being implemented. An appraisal shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.
- (c) The completed appraisal shall be available only to the employee, his/her Chair, his/her Dean, the appropriate Vice-President, and the President. In the event of a dispute or legal action, the appraisal shall be available to a joint Union/Board committee, an arbitrator board and the legal counsels of the Board and the Union.

## **29. TECHNOLOGICAL CHANGE**

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

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

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

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

## **30. VACANCIES**

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

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

### **31. ENTREPRENEURIAL ACTIVITY**

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

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

### **32. PERSONNEL FILES**

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

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

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

### **33. ACADEMIC FREEDOM**

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

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

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

**33. ACADEMIC FREEDOM (continued)**

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

**34. NO DISCRIMINATION**

The College shall not discriminate with respect to any employee, in hiring or in any matter related to College employment, on the basis of age, race, creed, nationality, political or religious beliefs or affiliations, sexual orientation, marital status, or disability unrelated to employment responsibilities.

## **APPENDIX A**

### **PROFESSIONAL DEVELOPMENT COMMITTEE**

#### **1. MEMBERSHIP**

The Committee shall consist of:

- (a) one (1) employee elected by each of the Access Programs and First Nations, Arts and Science, Business, Health and Human Services, and Trades and Technology Schools;
- (b) two (2) employees selected by the Faculty Association;
- (c) two (2) Deans.

#### **2. TERM OF OFFICE**

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

#### **3. CHAIRPERSON OF THE COMMITTEE**

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

#### **4. DUTIES OF THE COMMITTEE**

- (a) To direct the Bursar/Vice-President, College Services in the allocation of professional development funds;
- (b) To encourage and promote in-house professional development activities.

**APPENDIX B****CHAIR'S STIPEND**

Current: \$ 2,873.61

Effective April 1, 2000 \$ 2,933.95

**APPENDIX C****JOINT FACULTY/ADMINISTRATION COMMITTEE****1. COMPOSITION OF THE COMMITTEE**

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

**2. TERM OF OFFICE**

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

**3. CHAIRPERSON**

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

**4. QUORUM**

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

**5. CONFLICT OF INTEREST**

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

**6. DUTIES OF THE COMMITTEE**

- (a) To review requests for additional sick leave and to make recommendations to the President concerning withdrawals from the Sick Leave Bank.
- (b) To review matters specified in the Agreement and make recommendations as appropriate.
- (c) To discuss and recommend action on matters referred to it under Clause 21.

**7. RESOLUTION OF ISSUES**

A motion shall be passed by a simple majority of votes. Unless the Agreement specifies otherwise, when the Committee is unable to reach a decision the matter may become a formal grievance as set forth in this Agreement under Clause 21.

**APPENDIX D****Clause 15.02 - Sick Leave Accumulation as it read in the 1986-1988 Collective Agreement:**

Upon retirement, as defined in the Pension (College) Act, the employee may either:

- (a) convert his/her accumulated sick leave to cash on the basis of fifty percent (50%) of one two hundred fiftieth (1/250) of his/her annual salary per day, to a maximum of two hundred fifty (250) days of accumulated sick leave; or
- (b) use the sick leave to retire early on the basis of fifty percent (50%) of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
- (c) a combination of (a) and (b).
- (d) Where an employee retires on less than full pension, the number of days which may be converted under (a), (b) and (c) above shall be actuarially reduced in the same proportion as is his/her Pension (College) Act.

**Clause 10.01(f) - Professional Development Program as it read in the 1986-88 Collective Agreement:**

- (f) at least once every five (5) years an employee covered by this Agreement shall be required to submit to his/her dean documentation of appropriate and adequate professional development activities to maintain his/her competency as an instructor in his/her area of specialization.

An employee shall be given at least one, two (2) month period of release from normal duties for an approved professional development activity within each five (5) year period, commencing April 1, 1980.

**LETTER OF AGREEMENT****between****THE CAMOSUN COLLEGE BOARD OF GOVERNORS****and****THE CAMOSUN COLLEGE FACULTY ASSOCIATION**

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

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

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

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

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

SIGNED for the Camosun College  
Faculty Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

SIGNED for the Camosun College  
Board of Governors

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT****between****THE CAMOSUN COLLEGE BOARD OF GOVERNORS****and****THE CAMOSUN COLLEGE FACULTY ASSOCIATION**

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

- to develop a clear and simple format for individual faculty to use in submitting plans for use of faculty development time and in reporting on outcomes of development activities;
- to recommend methods of disseminating information on faculty development outcomes to the Faculty and the College in general;
- to develop an annual statement on the College's development priorities;
- to issue an annual report on the effectiveness of the faculty development release time program in achieving the objectives cited above for the Faculty Development Program;
- to recommend actions, if necessary, to ensure that the College's capacity for meeting student demand can co-exist with the expanded development program.
- to include in the annual report recommendations for changes to the program, if any.

The Committee will monitor operations, provide an annual report on priorities and accomplishments, with recommendations for improvements, as required, in any aspects of operation.

The reports shall be submitted to the Vice-President of Education & Student Services and the President of the CCFA by March 31 of each year. Recommendations in the report require the approval of both the CCFA and the College should they have an impact on the rights and obligations established by this clause.

The committee shall be comprised of two (2) CCFA representatives, two (2) representatives of the administration, one of whom shall be the Vice President of Education and Student Services. The chair shall be a fifth (5th) non-voting member, alternating annually between a CCFA representative and a College representative.

SIGNED for the Camosun College  
Faculty Association

SIGNED for the Camosun College  
Board of Governors

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date