

MEMORANDUM OF AGREEMENT

between the

CAMOSUN COLLEGE  
(hereinafter called "the College")

and the

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

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 AND EXPIRING TBD (AS PER ITEM 2 BELOW) (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE TERMS OF THE SETTLEMENT ACHIEVED AT THE COMMON TABLE AND THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Term of Agreement

To be negotiated at the Common Table.

3. Effective Dates

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

4. Appendix "A"

The College and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. Ratification

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

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

Signed this 27<sup>th</sup> day of February, 2014

BARGAINING REPRESENTATIVES FOR  
THE COLLEGE:

W. Kennedy  
Stephan  
Karak

BARGAINING REPRESENTATIVES FOR  
THE ASSOCIATION:

Jenny Cunniff  
Allan Padavan  
R. G. G.

APPENDIX "A"

*<Attach all signed off tentative agreements>*

3.1 Notification

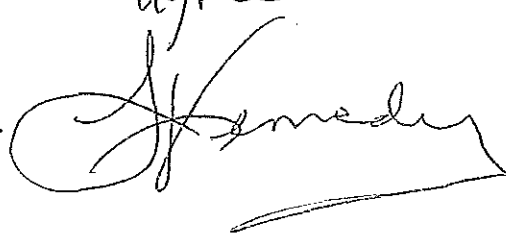
When a reduction of staff is necessary due to changes in enrolment, the deletion of a program, technological changes, or budgetary reasons, an employee shall be entitled to at least four (4) months notice, excluding annual holidays. (See Flowchart Appendix C)

~~In the event that the appropriate Dean plans to recommend termination of a continuing or probationary appointment for reasons of staff reduction, he/she shall inform the individual concerned of his/her intent at least one month prior to the time that the recommendation will be made to the Board, and shall specify in writing the reasons for the recommendation.~~

~~The notice period shall be calculated from the date that written notification from the President is received by the employee advising that the President will be recommending the reduction in staff to the Board.~~

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

Agreed  
Jeany Ewing  
BCBU  
Feb 27/14

agreed  
  
Feb 27, 2014

## ARTICLE 3 — REDUCTION OF STAFF

### 3.1 Notification

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

In the event that the appropriate Dean plans to recommend termination of a continuing or probationary appointment for reasons of staff reduction, he/she shall inform the individual concerned of his/her intent at least one month prior to the time that the recommendation will be made to the Board, and shall specify in writing the reasons for the recommendation.

The notice period shall be calculated from the date that written notification from the President is received by the employee advising that the President will be recommending the reduction in staff to the Board.

### 3.2 Role of Seniority

A reduction in force shall be based on seniority within a department, discipline or specialty, provided that the senior staff have appropriate qualifications and are providing satisfactory service.

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

### 3.3 Retraining

- (a) An employee who is terminated for reason of reduction of staff, who is not judged to be qualified to transfer to another position as provided in Clause 3.2, and who has served the College for at least five (5) years shall receive paid leave of up to eight (8) months, in order to qualify for an available position at the College. An available position is one which, at the time the reduction in staff is given, is currently unfilled or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.5 shall apply.
- (b) When retraining is not practicable, and to facilitate early retirement of employees between the ages of 55 and 64 years, an employee shall be granted either severance pay in accordance with Clause 3.5(b), in addition to other retirement benefits, or early retirement incentive in accordance with Clause 18.2. In no case will both clauses be applied.
- (c) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected employee

such that the employee's continuing employment is threatened, such employee shall be given up to two (2) months in addition to annual vacation and to professional development time provided in Clause 10 for approved professional development, with no loss of income benefits or seniority.

### 3.4 Appeal

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

### 3.5 Severance Pay and Reappointment

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

(a) Reappointment:

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

(b) Severance Pay:

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

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

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

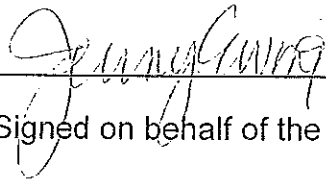
Should an employee be reemployed on a ~~probationary~~ or continuing contract before the expiration date of the period of time from the layoff date equivalent to that paid as severance pay, the employee shall reimburse the

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

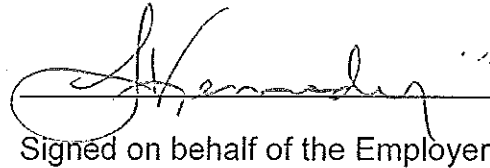
If an employee is rehired on a continuing ~~or probationary~~ contract and subsequently is laid off again, he/she will only be eligible to receive the portion of the original severance pay that was repaid to the College plus any additional severance pay earned through the current appointment.

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

Agreed to



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Feb 26, 2014

## ARTICLE 4 — PLACEMENT ON SCALE

### 4.1 Initial Placement

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

#### (a) Qualifications

- (1) For an employee holding a degree from a recognized university at the Bachelor's level, or a combination of university, college, or other training deemed to be equivalent and relevant to his/her field of expertise initial placement will be Step 11 with a maximum placement of Step 6.
- (2) For an employee holding a master's degree; equivalent professional certification; journeyman's journeyperson's certificate; or professional qualifications such as a registered nurse, which is directly relevant to the discipline area in which the employee will teach initial placement will be Step 10 with a maximum placement of Step 3.

#### (b) Application Principles

- (1) Employees who have a maximum placement of Step 3 shall progress from Step 3 to Step 2A on their increment date.
- (2) Employees who qualify for advanced placement under Article 5.1 or Article 4.1(d) while at, or prior to reaching, Step 3 of the new scale shall progress from Step 3 to Step 2 and then to Step 1.
- (3) Employees who qualify for advanced placement under Article 5.1 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1.
- (4) Employees who reach Step 2 on the new salary scale shall progress to Step 1 on their increment date.

#### (c) Recognition for Work and Teaching Experience

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

- (1) each year of teaching or relevant work experience in a college, technical institute or vocational school.
- (2) each year of teaching or relevant work experience in a secondary school or university to a maximum of eight (8) years (8 steps).
- (3) two (2) years of relevant work experience in other than a college-



type setting, for experience beyond that required to qualify for initial placement, to a maximum of ten (10) years (5 steps). (For initial placement in the School of Trades and Technology all other qualifications being equal, preference will be given to applicants who have supervisory work experience after receiving journeyman or equivalent certification.)

(d) Recognition of Additional Education

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

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

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

#### 4.2 Salary Range

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

#### 4.3 Request for Review

- (a) The College will provide employees with a copy of the worksheet used in determining salary placement.
- (b) At the request of the employee, placement on the salary scale may be reviewed at any time. Increases to an employee's placement on scale resulting from the review of qualifications shall be retroactive to the time of appointment if the review is initiated within six (6) months of the acceptance of the offer of appointment. Otherwise, increases shall be retroactive to the date on which the faculty member requested the review. A request for review of placement received more than six (6) months after the acceptance of the offer of employment must be based on a specific identified area of concern. Changes in placement procedures which were agreed to by the two parties since a faculty member's most recent placement shall not be grounds for review unless the changes were agreed to be retroactive.

- (c) Where the College wishes to attract specialized personnel, the Union and the College shall negotiate appropriate placement salary.

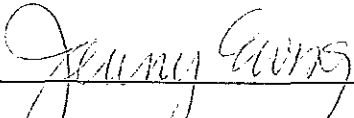
#### 4.4 Payment of Salaries

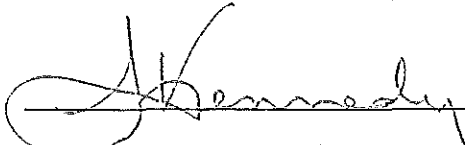
Paydays shall be bi-weekly (every second Friday).

#### 4.5 Substitute Teachers

- (a) Wherever possible the College will provide for substitute instructors to replace instructors who are absent as a result of illness or other emergency.
- (b) The procedure for recruiting, determining suitability, and assigning substitutes shall be developed by the Dean/Associate Dean, in consultation with his/her Chairs.
- (c) Substitute instructors shall be paid on an hourly rate teaching equivalent to Step 7 or the step at which they were last placed at the College if they have been previously employed by the College.
- (d) Substitute instructors working ten (10) consecutive working days or less shall be paid on submission of time sheets, will pay Union dues and will be entitled to representation by the Union on issues resulting in grievance, but shall receive only statutory benefits. Substitute instructors working more than ten (10) consecutive working days shall receive a term appointments from the start of such employment.
- (e) Whenever a faculty member is unable to meet a scheduled class, he/she shall inform the Department Chair. In the event that the Department Chair is not available, the Program Leader from the applicable specialty shall be informed. Only the Dean/Associate Dean or his/her designee will cancel a class, and will inform students on any cancellations.

Agreed to

  
\_\_\_\_\_  
Signed on behalf of the Union

  
\_\_\_\_\_  
Signed on behalf of the Employer

Dated: Feb 26, 2014

ARTICLE 31 — TERM OF AGREEMENT

**31.1 Term**

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

**31.2 Extension of Anniversary Date**

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

**31.3 Revisions to Agreement**

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

Term to be negotiated at the Common Table

Agreed

Jenny Evans  
BCGEU.  
Feb 26/14

J. Kennedy  
Camosun  
Feb 26, 2014

### APPENDIX D

#### ADVANCED PLACEMENT

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

This clause only applies to faculty already employed on ~~probationary~~ or a continuing appointments.

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

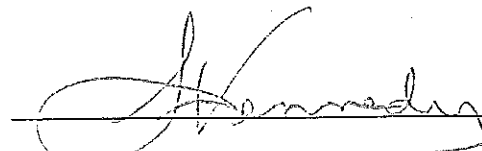
1. Presentation of a transcript from a recognized College or University showing successful completion of the equivalent of one academic year of fulltime study relevant to the College role of the faculty member.
2. Presentation of documentation showing an accumulated total of four hundred twenty (420)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

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

Agreed to

  
\_\_\_\_\_

Signed on behalf of the Union

  
\_\_\_\_\_

Signed on behalf of the Employer

Dated: Feb 28, 2014

*Tabled for Renewal*

**LETTER OF UNDERSTANDING #1**

between CAMOSUN

COLLEGE and

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

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

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

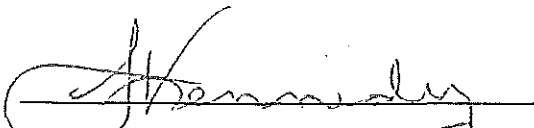
It is further understood that where any employee requires further days for family illness or compassionate leave, up to the maximum number of days allowed within each of the relevant clauses, such extra days may be obtained through application to the Sick Leave Bank.

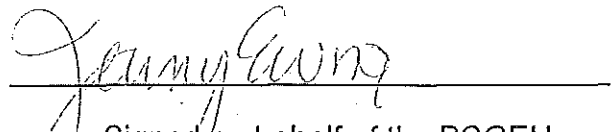
**SIGNED ON BEHALF OF:**

**CAMOSUN COLLEGE**

**BCGEU**

Agreed to

  
Signed on behalf of the Employer

  
Signed on behalf of the BCGEU

Dated: Feb 26, 2014

*Tabled for Renewal***LETTER OF UNDERSTANDING #2**

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

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

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

**Appointment Categories**

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

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

**Conversion to a Regular Appointment**

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

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

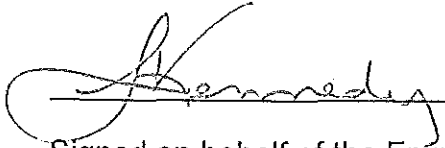
3. The employee's conversion to a Continuing appointment will become effective on the first day of the month following the date on which the employee meets the conversion criteria. Salary and College-paid benefits will begin on the date on which the available on-going workload begins.
4. Regularization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

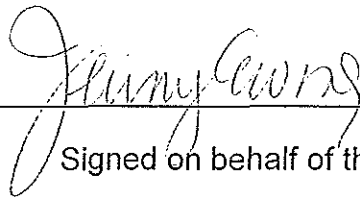
**SIGNED ON BEHALF OF:**

**CAMOSUN COLLEGE**

**BCGEU**

Agreed to

  
\_\_\_\_\_  
Signed on behalf of the Employer

  
\_\_\_\_\_  
Signed on behalf of the BCGEU

Dated: Feb 26, 2014

*Tabled for Renewal*

**LETTER OF UNDERSTANDING #3**

between CAMOSUN

COLLEGE and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

**AS PER THE COMMON AGREEMENT**

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

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

- (a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of (a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.



An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

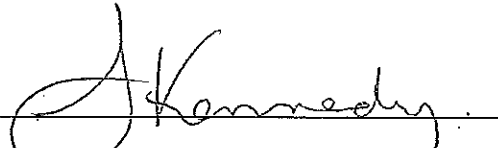
If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

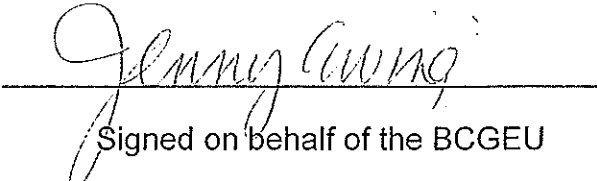
**SIGNED ON BEHALF OF:**

**CAMOSUN COLLEGE**

**BCGEU**

Agreed to

  
Signed on behalf of the Employer

  
Signed on behalf of the BCGEU

Dated: Feb 27 / 14.

LETTER OF AGREEMENT 4

between

CAMOSUN COLLEGE

and

British Columbia Government Employees Union (BCGEU)

Re: Alternative Transportation Dividend

Delete

Agreed.  
Jenny Gunning  
BCGEU.  
Feb 27/14

agreed  
Kennedy  
Camosun  
Feb 27 2014.

LETTER OF UNDERSTANDING 4 (New)

between

CAMOSUN COLLEGE

and

British Columbia Government Employees Union (BCGEU)

Re: Alternative Transportation Incentive Program

The parties agree to attempt to negotiate within 18 months of the ratification of the 2014-TBD Collective Agreement a letter of agreement for an Alternative Transportation Incentive Program. Prior to the implementation of that letter of agreement it will be subject to ratification by the parties' respective principals. The letter of agreement will be negotiated under the following parameters:

- The incentive will be cost neutral to the employer
- The incentive will only be provided to those employees who decline the parking pass benefit under Article 19
- An Alternative Transportation subcommittee will be formed to attempt to negotiate the Letter of Agreement. The Subcommittee will be comprised of no more than six (6) committee members with up to three (3) committee members appointed by the Union and up to three (3) committee members appointed by the College
- The parties recognize a common interest in the Employer coming to this same agreement with the BCGEU, CUPE, and CCFA

*agreed*

*Kennedy*

*Feb 27, 2014*

*agreed*  
*Jerry [unclear]*  
*Feb 27/14*

LETTER OF UNDERSTANDING #5 (NEW)

Re: Succession Planning

The parties share a common interest in succession planning, including but not limited to mentorship of potential chairs and program leaders, and recruiting new instructors. Therefore the parties agree to discuss Succession Planning during regular joint labour management meetings to develop recommendations specific to succession planning which may be considered by the college. The committee shall conclude its work regarding Succession Planning no later than March 31, 2015.

Agreed.  
Jenny Gung  
BCFEU  
Feb 27, 2014

agreed  
J Kennedy  
Feb 27, 2014