

OFFER FOR SETTLEMENT

Between

CAMOSUN COLLEGE

(hereinafter called "the Employer")

And

B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION, Local 701

(hereinafter called "the Union")

Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 collective agreement.

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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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

The Offer is advanced on a without prejudice basis to conclude the renewal of a collective agreement.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of the local portion and the Common Agreement portion of their 2019-2022 collective agreement.

MEMORANDUM OF SETTLEMENT

Between

CAMOSUN COLLEGE

And

B.C. GOVERNMENT and SERVICE EMPLOYEES' UNION, Local 701

Camosun College and the B.C. Government and Service Employees' Union, Local 701 have agreed that the following items will form part of the Memorandum of Settlement for the 2019 Local Collective Agreement. The parties agree to recommend this Memorandum of Settlement together with the Memorandum of Settlement for the 2019 BCGEU Faculty Common Agreement to their respective principals.

All changes to the existing language are indicated in bold and underlined and/or strikethrough where required for clarity.

The effective date of all changes to the new Local Agreement will be April 1, 2019, unless otherwise specified.

All the terms of the 2014-2019 Local Agreement continue except as specifically varied below.

1.

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~~ the employee's 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; journey person'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 person 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., Instructor's Diploma, 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.

2.

ARTICLE 5 – INCREMENTS

5.1 Advanced Placement (see also Appendix D)

Current and maximum placement will be advanced one (1) step for each of the following, but not beyond Step 1:

- (a) the completion of an additional degree at the bachelor's level or the master's level at a recognized university;
- (b) 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;
- (c) the completion of an I.D., V.I.C., Instructor's Diploma, teaching certificate, or the equivalent of at least one (1) year of professional education courses, in addition to or aside from those required for the qualifications recognized for initial placement, whether taken for credit or not.

3.

ARTICLE 8 – ANNUAL VACATION

8.2 Entitlement Term Employees

Term employees working more than twenty-six and one-half (26½) contact hours per week and who do not receive vacation time off during their appointment shall receive, ~~on completion of employment,~~ a payout payment of eighteen percent (18%) of the gross salary during each pay period for the period of appointment in lieu of non-contact time and vacation.

Term employees working more than twenty-six and one-half (26½) contact hours per week, who do not receive vacation time off during their appointment, and who are working as a result of being recalled under Clause 3.5(a) shall be entitled to non-contact time in accordance with Clause 7.3 as well as a payout payment of sixteen and eight tenths percent (16.8%) of the gross salary during each pay period for the period of appointment as vacation pay.

Term employees working twenty-six and one-half (26½) contact hours or less per week and who do not receive vacation time off during their appointment shall receive a payout payment of sixteen and eight tenths percent (16.8%) of the gross salary during each pay period for the period of appointment as vacation pay.

4.

ARTICLE 15 – SICK LEAVE

15.2 Accumulation

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~~ as of April 1st each year, will be available in each division office. Upon retirement, as defined in the *Pension (College) Act*, the employee may either:

- (a) convert ~~his/her~~ the employee's accumulated sick leave to cash on the basis of fifty (50%) percent of one two hundred fiftieth ($1/250$) of ~~his/her~~ the employee's 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 (50%) percent 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~~ the employee's pension;
- (e) deductions shall be made from sick leave entitlements in accordance with the following:
 - (1) 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;
 - (2) there shall be no charge against an employee's sick leave credit when ~~his/her~~ the employee's absence on account of illness or injury is less than one-half day;
 - (3) where the period of absence on account of illness is more than one-half day but less than one (1) full day, one-half day only shall be charged as sick leave.
- (f) 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.

15.3 Sick Leave Bank

- (a) Each fulltime employee who holds an appointment of one (1) year or longer or a continuing part-time employee having a workload of fifty (50%) percent or more, shall, on April 1 of each year, donate either one-half day's sick leave or one entire day's sick leave from ~~his/her~~ the employee's sick leave entitlement to a sick leave bank, as required, until such time as so that there is in the bank a number of days equal to six approximately three times the number of such fulltime 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 the employee has repaid the bank one-third of the amount, reckoned to the nearest multiple of three, which he/she the employee has drawn from the bank.
- (d) An employee who exhausts his/her their 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 the employee's duties at the College.
- (e) All requests for additional sick leave must be submitted in writing. ~~together with the necessary medical certificates, to Standards and Ethics Committee the which shall make a recommendation to the Vice President, Education 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 medical certificate will be submitted to Human Resources which shall determine if the absence is medically supported and the anticipated duration. The request for additional sick leave withdrawal from the sick leave bank (excluding the medical certificate) will be submitted to the Standards and Ethics Committee which will make recommendations to Human Resources on withdrawals from the bank.~~ The Committee may not recommend that an employee receive more days from the bank than are necessary to qualify for Disability Insurance benefits.
- (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.

5.

ARTICLE 17 – BENEFITS

17.1 Benefit Information

- (a) All benefits except those provided as a result of the Employment Insurance Rebate shall be considered part of this Agreement.
- (b) Notwithstanding the foregoing, the Parties agree that the employee benefits will not be changed without mutual agreement.
- (c) Benefits shall be as set forth in an online manual. Hard copies will be available at convenient locations and for those who specifically need one and shall be updated, where possible, within 120 days of the ratification of this Agreement.

6.

EXTENDED HEALTH BENEFITS

While not to be included in the local agreement, the Employer agrees that the Extended Health Benefits plan will be amended as follows:

- (i) Vision Care – Effective April 1, 2019 purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision corrective procedures to a combined maximum every two years of \$500 four years of \$1,300.
- (ii) Naturopath – Effective January 1, 2020 \$200 \$400 per calendar year, limited to \$10 per visit for the first 5 visits in any calendar year. Effective November 1, 2021 limited to \$20 for the first 5 visits, as agreed to in the common agreement. X-rays not covered. Lab fees are not subject to the per visit maximum.
- (iii) Psychologist – Effective January 1, 2020 add Clinical Counsellor and increase to \$1,080 \$2,070 per family per calendar year.
- (iv) Dental Care – Effective January 1, 2020 75% Level IV Major Restoration Services add Dental Implant coverage up to the cost of alternative treatment (i.e. bridgework)
- (v) Chiropractor – Effective January 1, 2020 \$400 \$500 per calendar year combined with Athletic therapist, limited to \$10 per visit for the first 5 visits in any calendar year. X-rays are not covered. Effective November 1, 2021 limited to \$20 for the first 5 visits, as agreed in the common agreement
- (vi) Athletic Therapy – Effective January 1, 2020 \$500 per calendar year, limited to \$10 per visit for the first 5 visits in any calendar year. Effective November 1, 2021 limited to \$20 for the first 5 visits, as agreed in the common agreement.

7.

ARTICLE 28 – SENIORITY

28.1 Accumulation of Seniority

- (a) Service seniority shall be defined as the length of continuous service with the College since the last date of hiring plus the aggregate length of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Such service seniority shall include all continuous service with the Public Service of British Columbia prior to the Meld which took place October 1, 1975.
- (b) Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.4.
- (c) Employees on maternity, adoption, or parental leave shall continue to accumulate seniority.
- (d) If a continuing employee terminates their employment as a result of a decision to raise a dependent child (children), and is reemployed, upon application he/she the individual shall

be credited with length of service accumulated at the time of termination. The following conditions shall apply:

- (1) the employee must have been a continuing employee with at least three (3) years of service seniority at the time of termination;
 - (2) the resignation must indicate the reason for termination;
 - (3) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
 - (4) the previous length of service shall not be reinstated until successful completion of the probationary period on reemployment.
- (e) A continuing employee who resigns ~~his/her from their~~ position and within sixty (60) days is reemployed as a continuing employee, shall upon application be credited with length of service accumulated at time of termination.
- (f) The College shall publish ~~on November 1~~ by December 1st of each year a seniority list of its continuing employees, ~~including, for fulltime employees, the date of the next salary experience increment.~~

8.

ARTICLE 29 – POST-RETIREMENT EMPLOYMENT

- (a) Following retirement from the College, a previous employee may be appointed to a post-retirement position in ~~his/her~~ the employee's previous department with up to a 50% workload. With the approval of the appropriate vice-president, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the employee. Appointments may be extended subject to mutual agreement between the College and the employee.
- (b) ~~An employee who has retired and is subsequently appointed to a post-retirement position may work up to a fifty percent (50%) work load.~~ Should an employee who has retired and who was in receipt of an early retirement incentive from the College be appointed to a post-retirement position prior to the period of time covered by the early retirement incentive, the employee shall repay the portion of the early retirement incentive covering the period of time subsequent to assuming the post-retirement position.
- (c) ~~An employee covered by this article~~ with a post-retirement position shall have the same health and welfare benefit entitlement and rights under the Collective Agreement as continuing parttime faculty members, except the post-retirement position does not provide the right to accumulate seniority, revert to a full-time position under Article 1.3(b); the right to a continuing position under Letter of Understanding #2, and layoff provisions under Article 3.2, 3.3, 3.4, 3.5(a), and the

obligation to donate or the right to withdraw from the Sick Leave bank under Article 15.3 or under Letter of Agreement #1 as it relates to Article 15.3.

- (d) If the appropriate Dean agrees, an employee covered by this article may participate in approved professional development activities.
- (e) An amount equal to the College's contribution to the College Pension Plan for the workload of the post-retirement position will be paid by the College to an employee nominated RRSP. This contribution shall continue to the same age as College Pension Plan contributions are required to be made by the College on behalf of faculty members not covered by this Article. The contribution under this Article is not available to and will not be paid to an employee covered by this article for whom the College is making contributions to the College Pension Plan.
- (f) If any provision of the Aarticle conflicts with the terms of the College Pension Plan, then that provision will be deemed to be null and void and the parties will negotiate a provision to substitute for the provision rendered null and void which does not conflict with the College Pension Plan. All other provisions of this Aarticle will remain in full force and effect.

9.

ARTICLE 30 COPIES OF THE COLLECTIVE AGREEMENT

- (a) The Union and the College agree to share equally the cost of producing copies of the Collective Agreement to distribution to all members. The documents shall be printed by the College Print Shop.
- (b) The Parties jointly support the principles of environmental sustainability. To that end, the Parties agree that the number of hard copies of the 2019-2022 Collective Agreement that will be printed will be limited to 100. The Parties further agree to explore ways of reducing the impact on the environment related to printed copies of the Collective Agreement in their discussions at the Labour Management Committee.

10.

APPENDIX A

STANDARDS AND ETHICS COMMITTEE

1. MEMBERSHIP

The Committee shall consist of:

- (a) one (1) BCGEU member elected from the Lansdowne Campus Health & Human Services Division;
- (b) five (5) BCGEU members elected from the Interurban Campus; and

- (c) ~~two (2) Deans~~ two (2) of the following; one Dean or Associate Dean and one exempt staff member.

2. TERMS OF OFFICE

The members of the Committee shall serve from April 1 until the following March 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 establish a Code of Standards and Ethics.
- (b) To direct the ~~Bursar~~ Director of Finance in the allocation of professional development funds subject to College policy and guidelines for funding limits and reporting procedures.
- (c) To review requests for additional sick leave and to make recommendations to the ~~Vice President, Education~~ Human Resources concerning withdrawals from the Sick Leave Bank.
- (d) Review utilization of the Sick Leave Bank and make recommendations to Human Resources by March 15 of each year on donations to the Bank in accordance with clause 15.3 (a).

10.

LETTER OF UNDERSTANDING - #NEW Re: BCGEU Labour Management Committee

The Parties agree to establish a joint BCGEU Labour Management Committee (LMC) consisting of four (4) representatives of the College and four (4) representatives of the Union. Where appropriate, additional representatives may be invited to attend as resources, by mutual agreement.

Meetings of the LMC shall be held at least once every three (3) months, unless mutually agreed otherwise. A minimum of three (3) representatives from each party will constitute a quorum. LMC will set its own procedures and protocols. Decisions of LMC will be made by consensus. Decisions will be recorded in minutes and shall be reviewed and approved by the Parties.

The purpose of the LMC is to:

- (a) Provide a forum for discussion on matters related to the administration of the collective agreement and/or Common Agreement, with the exception of all grievances and the interpretation of the Common Agreement;
- (b) Develop strategies to reduce grievances and related costs; and

- (c) Review and make recommendations for funding from the Service Enhancement Fund in accordance with the Letter of Understanding on the Service Enhancement Fund.

In addition, in preparation for the Working Committee on Contact Time/Instructional Hours outlined in the Common Agreement (dated November 1, 2019), the Parties agree to gather, share, and discuss the following information, at LMC, in advance of the Committee's work:

- How are student hours of instruction scheduled and structured?
- How many contact hours are required for a student to successfully complete the program?
- If applicable, identify what the regulatory requirements are for a student to graduate in a program area.
- What adjustments might need to be incorporated if these regulatory requirements change?
- How contact time/instructional hours are scheduled for instructors in each program area. (i.e. how many contact hours/instructional hours are assigned?)
- Identify any current problems that exist with respect to the assignment of contact hours/instructional hours.
- What are the best practices in scheduling and assignment of contact hours/instructional hours.
- What practices will result in the best educational outcome for students?
- What are the different modes of delivering instruction to students and how are contact hours/instructional hours affected.

Note: As consequential amendments the references to joint committees in the following areas need to be changed on redrafting the collective agreement so that they reference the BCGEU Labour Management Committee.

- 8.1 (a) Joint BCGEU Management Committee
- 20 joint Union/College Committee
- 26.2 Joint Labour (BCGEU) Management Committee
- Letter of Understanding #2 Joint Labour Management Committee

In addition, Appendix D should be amended to read as follows:

A joint faculty-administration committee will process and review all applications related to Appendix D and shall forward their recommendations 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 **all of whom shall be from the joint BCGEU Labour Management Committee.**

11.

LETTER OF UNDERSTANDING #1 – Re: Family Illness (Clause 14.5), Compassionate Leave (Clause 14.6) and Sick Bank Donations

Renew

12.

LETTER OF UNDERSTANDING #2 - Re: Principles of Agreement for the Implementation of Article 6 – Common Agreement (Regularization) between Camosun College and BCGEU Vocational Instructors: Regularization

Renew

13.

LETTER OF UNDERSTANDING # 3 Re: Article 14- Maternity and Parental Leave and Regarding Supplemental Employment Benefits for Maternity and Parental Leave

Renew

14.

LETTER OF UNDERSTANDING #XXX (New)

Re: SERVICE ENHANCEMENT FUND

TERMS OF REFERENCE

A. PURPOSE

The Parties agree to create a Service Enhancement Fund (the "Fund") to encourage, expand and support the:

1. development of online, distributed and/or blended course deliverables and resources which are relevant to student progression and accessibility within BCGEU programs which are not currently so engaged;
2. enhance the continued development and implementation of online, distributed and/or blended course deliverables and resources in areas in BCGEU programs that have already incorporated this approach into their delivery model;
3. lead the expansion of online, distributed and/or blended course deliverables and resources into areas such as dual credit offerings with K-12 system partners, remote Communities, and other trades/apprenticeship/technology programs;
4. development of instructor supports related to tangible classroom supports to improve the learning experiences of students, for example, creative application of technology, in-class cultural liaisons, training and awareness of positive mental health and the ability to develop enhancements to current programs, or create new programs that improve the level of success of the diverse student; and

5. development of student support initiatives to achieve greater levels of success with Camosun College programs, which might include peer support programs, numeracy and literacy supports, communications workshops, tutor supports, study skills enhancements and time management guidance.

B. FUNDS

The Fund will consist of amounts as follows:

Year 1: \$21,000

Year 2: \$47,000

Year 3: \$71,000 (ongoing)

Subject to the provisions of this LOU, the BCGEU Labour Management Committee may establish and publish guidelines for the administration of the Fund and may direct the Director of Finance in the allocation of funds subject to College policy and the guidelines. The Labour Management Committee shall review and approve applications. The parties agree that there will no expenditures from the funds if committee members fail to reach consensus. Funds not allocated within a calendar year will be carried over for one year only.

15.

LETTER OF UNDERSTANDING #XXX

Re: Maternity and Parental Leave

Further to their discussions in the 2019 round of collective bargaining, the Parties agree to refer further discussion of the existing maternity and parental leave language to the Labour Management Committee with a view to develop replacement language that is aligned with existing legislation and eliminates duplication of language that exists in the common agreement. Any replacement language developed and agreed by the Labour Management Committee will be subject to approval and ratification by the Parties' principals.

16.

LETTER OF UNDERSTANDING #XXX

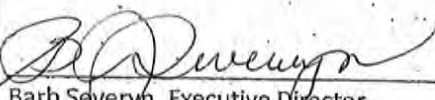
Re: Article 17.2

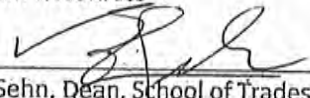
The Parties discussed the issue of benefits for employees working on term appointments that are four weeks or greater at length during the 2019 round of collective bargaining. In recognition of the issues raised by the Union, the Parties agree as follows:

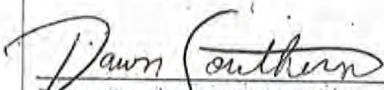
1. The issue will be referred to the Labour Management Committee for further investigation.
2. The Parties agree to work together to define problems that may exist with these short term contracts with respect to benefits.
3. The Parties commit to work together to develop solution(s) for the defined problems by December 1, 2019.
4. The Parties also agree to consider administrative issues in the identification of problems and in the development of any solutions.
5. The Employer will produce reports each quarter of term employment of four weeks or greater and provide those to the Labour Management Committee and the Bargaining Unit Chair.
6. Any solutions developed that involve changes to the collective agreement will be referred to the Parties for ratification.

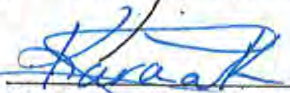
Signed by the parties at Victoria, British Columbia on the 15 ^{April} of March, 2019.


For the Employer:


Barb Severyn, Executive Director,
Human Resources

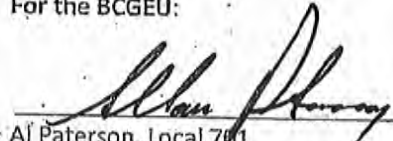

Eric Sehn, Dean, School of Trades
& Technology



Dawn Southern, LR Specialist

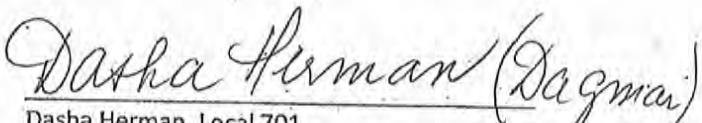

Kara Larkin, HR Consultant



Chris Rawson, PSEA

For the BCGEU:


Al Paterson, Local 701


Al Van Akker, Local 701


Dasha Herman, Local 701


Rod Lidstone, Local 701


Lori Strom, BCGEU Staff Representative

SCHEDULE 1: PREVIOUSLY AGREED ITEMS

Items previously agreed and signed off between the parties during these negotiations are listed in this Schedule of this Offer of Settlement and are included as agreed changes to the 2014-2019 Camosun College/BCGEU Collective Agreement as follows:

Housekeeping

Preamble

Articles 1.1 Initial Appointments, 1.2 Term Appointments, 1.3 Continuing Appointments, 1.6 The College and Union to Acquaint New Employees

Articles 2.3 Probation, 2.5 Dismissal, 2.6 Suspension

Articles 3.2 Role of Seniority, 3.4 Appeal, 3.5 Severance Pay and Reappointment

Articles 4.1 Initial Placement, 4.5 Substitute Teachers

Articles 5.2 Increments for Service, 5.3 Change of Qualifications

Articles 6.1 Stipend, 6.3 Duties of Chairs and Program Leaders

Articles 7.1 Workload, 7.3 Non-Contact Days, 7.6 Schedule, 7.8 Continuing Education Programming

Articles 8.1 Entitlement for Continuing Employees, 8.3 Sick Leave, 8.4 Vacation Scheduling

Articles 10.1 Professional Development Program, 10.3 Professional Meetings, 10.4 Unassisted Leave

Article 11.3 Leave

Article 13 Bereavement Leave

Articles 14.5 Family Illness, 14.6 Compassionate Leave

Articles 15.2 Accumulation, 15.3 Sick Leave Bank

Articles 16.1 Workers' Compensation Board, 16.2 Occupational Health and Safety

Article 17.2 Medical Services

Article 18.2 Early Retirement Incentive

Article 20 Indemnity

Articles 21.2 Grievance Procedure, 21.8 Single Arbitrator Procedure, 21.9 Decision of Arbitrator, 21.10 Disagreement on Decision, 21.12 Deviation from Grievance Procedure

Article 24 Safeguard Against Salary Reductions

Article 26.2 Distribution

Article 27 Technological Change

Articles 28.1 Accumulation of Seniority, 28.2 Loss of Seniority

Article 29 Post-Retirement Employment.

Article 31.1 Term

LOU #4 (New) Re: Alternative Transportation Incentive Program - Delete

LOU #5 Re: Succession Planning - Delete

APPENDIX B PROVINCIAL SALARY SCALE

APPENDIX C REDUCTION IN STAFF FLOWCHART – Renew with amendments

APPENDIX D ADVANCED PLACEMENT - Renew

Substantive

Definitions

Article 16.2

Articles 21.3 Step 1, 21.4 Step 2, 21.5 Time Limit to File to Arbitration, 21.6 Administrative Procedures,

Article 22.4 Union Dues

The parties also agreed to a consistent application of capitalization of the word Article.

SCHEDULE 2 – 2019 BCGEU FACULTY COMMON TABLE MEMORANDUM

The parties have previously agreed to the items listed in the attached Memorandum of Settlement for the 2019 to 2022 BCGEU Faculty Common Agreement.

Camosun College Employer Proposal

Date: _____

Time: _____

PREAMBLE

THIS AGREEMENT made and entered into on ~~April 1, 2012~~ April 1, 2019 to ~~March 31, 2014~~ March 31, 2022.

Agreed: Lori Strom BCGEU Dec 10/18
Chawler, for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 1 – APPOINTMENTS TO FACULTY

1.1 Initial Appointments

- (a) An offer of an appointment has been made to the successful applicant when it is given in writing and signed by the appropriate Dean. An employee will normally not commence service at the College until the employee has accepted in writing ~~his/her~~ the employee's offer of appointment. *LS.*
- (b) Initial appointments may be term (full-time or part-time) or continuing (full-time or part-time - over 50%). Appointments will be subject to a probationary period for the equivalent of two (2) years.
- (c) Whenever possible, the offer of appointment shall be made at least two weeks prior to the date of commencement of appointment. This clause shall not apply to appointment of substitute instructors.
- (d) The College will ensure that the Union is fully aware of the criteria and procedures for salary placement.

1.3 Continuing Appointments

- (a) A full-time faculty member shall not be converted involuntarily to part-time without mutual agreement among the member, the Union and the College. A full-time faculty member assigned to a continuing part-time contract will maintain accumulated seniority and shall continue to accrue seniority on a prorated basis.
- (b) In the event that a full-time faculty member who has voluntarily converted to continuing part-time wishes to revert to a full-time appointment ~~he/she~~ the faculty member can only do so if there is a full-time vacancy in the area of ~~his/her~~ the faculty member's expertise or if there was an agreement made specifying the years of part-time employment prior to the member becoming part-time. *LS.*

1.6 The College and Union to Acquaint New Employees

The College and Union agree to acquaint new employees with the fact that a Collective Agreement is in effect. The College will be responsible for providing an orientation session for new employees and will invite a Union representative to participate. The Union will be responsible for informing the new employee of the name and location of ~~his/her~~ the employee's Union representative. *LS.*

Agreed: *LS.*
Lori Stron for BCGEU Dec 10/18
Chris Rawson for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 1 – APPOINTMENTS TO FACULTY

1.2 Term Appointments

Specified Term Appointments shall be made:

- (a) to replace faculty on leave, or
- (b) to staff instructional programs or projects which are controlled or funded outside the regular operating budget of the College; or
- (c) for faculty positions providing less than fifty percent (50%) annual workload. This provision shall not apply to continuous contracts which are reduced below fifty percent (50%), by application of Clause 3, reduction of staff.

Subject to Clause 3.2 and 3.3 service accumulated during term appointments shall be credited toward the probationary appointments period, seniority and all other benefits for which the employee is eligible.

ACKED: Len Hovine for BCCCU, Dec 10/18
Chandra for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 2 – TERMINATION OF APPOINTMENT

2.3 Probation

(a) The probation period shall be for the equivalent of two (2) years.

(b) An employee, while on probation, may be terminated for unsatisfactory performance at any time providing he/she the employee has been evaluated in a fair and reasonable manner according to the standards and procedures accepted within the School. The employee shall be informed of these evaluation standards and procedures at the commencement of his/her the employee's employment. In lieu of notice, severance pay equivalent to two (2) weeks salary will be provided. Such termination is subject to appeal through the dispute and grievance procedure only if it is alleged that the provisions for evaluation have not been implemented as prescribed in this clause. The College shall specify, in writing, the reasons for the termination.

2.5 Dismissal

The President of the College, or his/her designate as specifically authorized by the President, may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

2.6 Suspension

The President of the College, or his/her designate as specifically authorized by the President, may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

AGREED: Leni Strain for BCGEU Dec 10/18.
Chris Rawns for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 3 — REDUCTION OF STAFF

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~~ the employee is qualified. This clause applies to all employees, including those on leave at time of reduction of staff.

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~~ the employee 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 (½) 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.

Agreed: Lou Strain for BCGEU Dec 10/18
Chawson for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

Should an employee be reemployed on a 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.

MS If an employee is rehired on a continuing contract and subsequently is laid off again, ~~he/she~~ the employee 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.

MS (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~~ the faculty member's 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.

ACCEPTED: *Lois Ström for BCGEU Dec 10/18*
Chawson for Camosun Dec 10/18

HK

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 years of service or less shall be placed on a reappointment list for one year. An employee with more than five years of service shall be placed on a reappointment list for two 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.

AK.

(b) Severance Pay

An employee shall receive pay calculated as one-half of one 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 full-time equivalent year of service to the College, to a maximum of six 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.

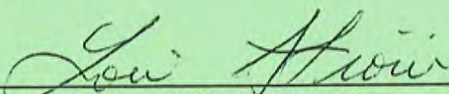
Should an employee be reemployed on a continuing contract before the expiration date of the period of time from the layoff date equivalent to that paid as severance pay, the employee shall reimburse the College for the remaining balance of the severance pay within a mutually agreed period of time after 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.

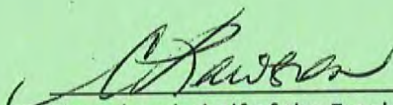
If an employee is rehired on a continuing contract and subsequently is laid off again, he/she will only be eligible to receive the portion of the original severance pay that was repaid to the College plus any additional severance pay earned through the current appointment.

(c) A faculty member who declines a reduction in assignment from full-time to part-time 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: Dec 10, 2018

Camosun College Employer Proposal

Date: _____

Time: _____

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

- AB*
- (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 the employee's 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; 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).

*Agreed: Lou Stow for BCCSU Dec 10/18.
Kausa for Camosun Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

- (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 person 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.

4.5 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 their 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 the faculty member 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 their designee will cancel a class, and will inform students of any cancellations.

APPROVED: Lou Strain for BCGEU Dec 10/18
Camosun Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 5 – INCREMENTS

5.2 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~~ ^{CH} the employee reaches the maximum for ~~his/her~~ ^{CH} the employee's category. The increment date shall be the first day of the pay period following the date on which the employee became eligible for the increment.

5.3 Change of Qualifications

^{CH} An employee who becomes entitled to an increment under this clause by reason of a change in qualifications shall provide Human Resources documentation satisfactory to the appropriate Dean in support of ~~his/her~~ ^{CH} the employee's claim. The increase shall be retroactive to the date of the change in qualifications, providing it does not exceed three (3) months. Human Resources shall inform the member in writing of ~~his/her~~ ^{CH} the employee's new step placement and maximum placement.

APPROVED: Lou ^{CH} Stron for BCGEU Dec 10/18.
Chantal for Camosun Dec 10/18

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Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 6 – CHAIR/PROGRAM LEADER

6.1 Stipend

Scripture program leader throughout CR

Chairs/~~P~~rogram Leaders shall be entitled to an administrative stipend. When it is deemed necessary to appoint an acting Chair/program leader, the acting Chair/program leader will also receive an amount equal to ~~the~~ amount of ~~the~~ stipend that the Chair/program leader receives.

CR B CR J

6.3 Duties of Chairs and Program Leaders

The duties and responsibilities of the positions shall be established by the Vice President, Education on the recommendation of the respective Dean(s) following consultation with faculty members of the respective department(s) and such information shall be made available to all prospective applicants.

ag'd Hawley for Camosun, Dec 10, 2018
agreed: Lou Hiron for BCGU Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 7 – WORKING CONDITIONS

7.1 Workload

An employee's assignment shall be outlined in writing at the beginning of an appropriate time block and shall be determined by the employee, his/her the employee's Chair and his/her the employee's Dean, working together to consider each of the following factors: *JS* *JS*

- (a) class size;
- (b) nature of course;
- (c) number of different courses;
- (d) support staff;
- (e) marking;
- (f) office hours;
- (g) committee involvement;
- (h) nonteaching 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.

When the employee, Chair and Dean determine that agreement cannot be reached on workload, the matter will first be discussed with the Vice President, Education and, if not resolved, will be referred to a Workload Review Committee, comprising three (3) faculty appointed annually by the Union, and three (3) administrators appointed by the Vice President, Education. (Should one of the committee members be involved in the issue, an alternate will be appointed.) A majority decision of the Committee shall constitute the resolution of the matter.

7.3 Non-Contact Days

Continuing and probationary employees and term employees with appointments of one (1) continuous year or longer shall be eligible for non-contact days. An instructional year consists of two hundred and four (204) working days (261 days less 12 statutory holidays, less 45 days of vacation). The standard for calculating non-contact days is based on the number of instructional (contact) days in a fiscal year. An employee who instructs one hundred and eighty-one (181) days at thirty (30) contact hours per week will be entitled to twenty-three (23) six (6) hour days of non-contact.

For those employees instructing less than one hundred and eighty-one (181) six (6) hour days or less than thirty (30) hours per week, non-contact time will be equal to the number of contact hours worked beyond twenty-six and one-half (26½) in a week. If a teaching schedule fluctuates above and below twenty-six and one-half (26½) contact hours in a week, the accumulation of non-contact time will also fluctuate accordingly.

Agreed: Lee Haim for BCCSU Dec 10/18
Gawron for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

An instructor is expected to be engaged in College work, including departmental meetings, or on tasks clearly in support of ~~his/her~~ the instructor's program on non-contact days.

7.6 Schedule

- (a) An employee initially hired to work first shift only shall not be assigned second and third shift except by mutual agreement.
- (b) The scheduling of an instructor on shift shall be arranged by the Chair with consideration being given to the senior instructor for the first shift.

7.8 Continuing Education Programming

When a continuing education course is offered in a discipline or specialty area in which qualified employees covered by this agreement are instructing in the credit/funded programs, such employees shall be given the first opportunity to teach the course. If the opportunity is not accepted, the offer need not be repeated until the instructor hired in the first instance is to be replaced, or additional sections added unless special provision has been made at the time of first refusal.

When an employee has a shortfall in workload, continuing education courses/contracts may be offered to bring an employee's annual workload to one hundred percent (100%). The appropriate Dean and Coordinator shall jointly determine the employee's qualifications and the appropriateness of the available continuing education courses and contracts. Such instruction of continuing education courses will be considered part of the instructor's annual workload and no additional salary will be paid.

When an employee is carrying a full instructional load, instruction for continuing education courses in the employee's his related discipline shall be reimbursed at a salary equivalent to the employee's his salary on the current BCGEU Local 701 (Camosun College Instructors) salary scale. Where programming constraints exist this salary rate may be adjusted by negotiations between the Coordinator and the instructor.

ACCEPTED: Lou Strain for BCGEU DEC 10/18
Chamber for Camosun Dec 10/18

HK
CK
ARTICLE 8 - ANNUAL VACATION8.1 Entitlement ~~for Continuing and Probationary~~ Employees

(a) An employee shall have an annual vacation entitlement of 45 working days. The three non-teaching days between Christmas and New Year's shall be part of the annual vacation entitlement. Upon approval of an employee's application, the days between Christmas and New Year's may be scheduled as working days and the three days of vacation rescheduled to an alternate convenient time.

An employee will be able to carry over 10 days in any given year. Under special circumstances an employee may carry over additional days upon written approval of the Dean. For the purposes of calculation, it will be assumed that vacation adjustment occur on September 1st of each year. The scheduling of annual vacations shall be carried out by a group of employees, their Chair and their Dean, working together to consider the instructional needs of the College and the interests of the employees.

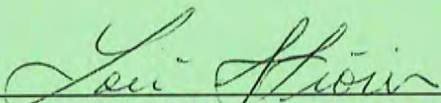
Decisions shall be subject to appeal to the Joint BCGEU Management Committee. Vacation credit will be based on the anniversary of employment.

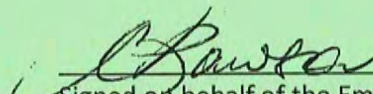
(b) Full-time employees on continuing or ~~probationary~~ appointments may take at least four weeks of their annual vacation entitlement at a mutually acceptable time during the months of July and August.

(c) Vacation for part-time employees whose appointment includes a vacation period will be determined in the same manner as vacation for full-time employees with a base of 45 days and salary during the vacation prorated in the same manner as salary during the period of work.

(d) Vacations, once approved by the College, shall not be changed except by mutual agreement between employee and College.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Dec 10, 2018

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 8 – ANNUAL VACATION

8.3 Sickness

In the event that an employee requires hospitalization or is seriously ill during his/her the employee's 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 College of the claim within one (1) week of returning to work. *BR*

8.4 Vacation Scheduling

BR An employee appointed to a contract of one (1) year or more shall determine, as specified under Clause 8.1, his/her a vacation plan. 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 overused vacation entitlement will be made to the employee's final pay settlement.

AGREED: *Teri Thon for BCCU Dec 10/18*
Chandra for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

10.1 Professional Development Program

The professional development program of the College shall include:

- (a) on campus in-service seminars or courses, including continuing education courses directly related to the employee's discipline. Employees would apply for funding through Professional Development Fund;
- (b) non-teaching duty days (up to two (2) months) to be used for approved professional development projects;
- (c) short-term (up to two (2) months) releases from teaching or other professional duties for approved industrial liaison and professional development projects;
- (d) extended (up to one (1) year) leave for employees having a continuing appointment at part or full salary;
- (e) an exchange program whereby an employee may for one (1) year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increment and in all respects continue as an employee of Camosun College;
- (f) a continuing employee shall be given eight (8) days of release time each year from normal duties for an approved professional development activity. Professional development release time may be banked, upon approval by the Dean, for use in a larger block to a maximum of forty (40) days. An employee may not use any accumulated professional development release time in the twelve (12) months prior to retirement unless initiated by the College. Professional development release time carries no cash value for employees who leave the College for any reason. An employee who is recalled to a continuing or probationary position shall have their professional development accumulation, that was remaining at the time of ~~his/her~~ the employee's layoff, reinstated.

10.3 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' Convention or upon consultation with ~~his/her~~ the employee's Dean up to two (2) days per annum leave with pay to attend the annual meetings of other registered professional associations.

- (b) Faculty will be able to attend scheduled divisional and employee organization meetings. These meetings will normally be scheduled to commence at 3:00 p.m.

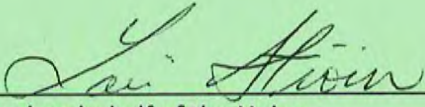
Accepted: Lou Stron for BCGU Dec 10/18

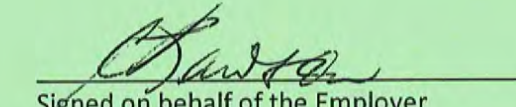
ARTICLE 10 - PROFESSIONAL DEVELOPMENT**10.1 Professional Development Program**

The professional development program of the College shall include:

- (a) on campus in-service seminars or courses, including continuing education courses directly related to the employee's discipline. Employees would apply for funding through Professional Development Fund;
- (b) non-teaching duty days (up to two months) to be used for approved professional development projects;
- (c) short-term (up to two months) releases from teaching or other professional duties for approved industrial liaison and professional development projects;
- (d) extended (up to one year) leave for employees having a continuing appointment at part or full salary;
- (e) an exchange program whereby an employee may for one year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increment and in all respects continue as an employee of Camosun College;
- (f) a continuing employee shall be given eight days of release time each year from normal duties for an approved professional development activity. Professional development release time may be banked, upon approval by the Dean, for use in a larger block to a maximum of 40 days. An employee may not use any accumulated professional development release time in the 12 months prior to retirement unless initiated by the College. Professional development release time carries no cash value for employees who leave the College for any reason. An employee who is recalled to a continuing or probationary position shall have their professional development accumulation, that was remaining at the time of his/her layoff, reinstated.

Agreed to


Signed on behalf of the Union


Signed on behalf of the Employer

Dated: Dec 10, 2018.

Camosun College Employer Proposal

Date: _____

Time: _____

10.4 Unassisted Leave

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

AGREED: Lou Strom for BCCed Dec 10/18
Chadwick for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 11 – PUBLIC OR UNION OFFICE

11.3 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~~ the employee's 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 fulltime 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.

*APPROVED: Loui Strain for BCCU DEC 10/18
Kawen Yn Camosun Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 13 – BEREAVEMENT LEAVE

- (a) 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 the employee's regular rate of pay, from the date of death with, if necessary, allowance for immediate return traveling time. Such leave shall normally not exceed five (5) working days.
- (b) "Immediate family" includes spouse, children, children's spouse, step child, step child in law, siblings, parents, parents in law, step parents, step parents in law, grand parents, grand parents in law, grand children, nieces and nephews and any other person living in the same household who is dependent on the employee.

ACCEPTED: *Levi Ahorn for BCCU Dec 10/18*
Chawen G. Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 14 - PARENTAL LEAVE

14.5 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 the employee's Dean, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

14.6 Compassionate Leave

In the case of a life-threatening emergency within the immediate family that requires an employee's attendance, the employee shall be entitled, after notifying his/her the employee's Dean, to use annual sick leave entitlement up to a maximum of five (5) days at any one time for this purpose.

*Autors: Lori Storn for BCCCA Dec 10/18
C. Rawson for Camosun Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 15 – SICK LEAVE

15.2 Accumulation

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

- (a) convert his/her the employee's accumulated sick leave to cash on the basis of fifty (50%) percent of one two hundred fiftieth (1/250) of his/her the employee's 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 (50%) percent 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 the employee's pension;
- (e) deductions shall be made from sick leave entitlements in accordance with the following:
 - (1) 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;
 - (2) there shall be no charge against an employee's sick leave credit when his/her the employee's absence on account of illness or injury is less than one-half day;
 - (3) where the period of absence on account of illness is more than one-half day but less than one (1) full day, one-half day only shall be charged as sick leave.
- (f) ~~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.

15.3 Sick Leave Bank

- (a) Each fulltime employee who holds an appointment of one (1) year or longer or a continuing part-time employee having a workload of fifty (50%) percent or more, shall, on April 1 of each year, donate one day's sick leave from his/her the employee's sick leave entitlement to a sick leave bank until such time as there is in the bank a number of days equal to six times the number of such fulltime employees, as determined on that date.

Altered: See Action for BCCSU Dec 10/18
Lawyer for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

- (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~~ the employee has repaid the bank one-third of the amount, reckoned to the nearest multiple of three, which ~~he/she~~ the employee has drawn from the bank.
- (d) An employee who exhausts ~~his/her~~ their 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~~ the employee's duties at the College.
- (e) All requests for additional sick leave must be submitted in writing, together with the necessary medical certificates, to the Standards and Ethics Committee which shall make a recommendation to the Vice President, Education 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.
- (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.

*Approved: Lori Strawn for BCGU Dec 10/18.
Chadson for Camosun Dec 10/18.*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 16 – ~~WORKER'S COMPENSATION BOARD~~ WORKSAFEBC AND OCCUPATIONAL HEALTH AND SAFETY

16.2 Occupational Health and Safety

The BCGEU and the College agree that regulations made pursuant to the Workers' Compensation Act, Hazardous Products 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 the Occupational Health & Safety Regulation.

All Faculty must attend a WHMIS Educational Seminar provided by the College within the first two months of employment. Faculty handling hazardous materials must attend a training session within the first two months of employment and prior to handling such materials.

(a) College Joint Occupational Safety and Health Committee

The College agrees to establish and maintain a College safety committee. The Joint Occupational Safety and Health Committee shall be composed of representatives from administration, each Union and each major campus. The BCGEU agrees to support the College in obtaining representatives to serve on the Committee.

The Joint Occupational Safety and Health Committee may establish subcommittees on any campus where it deems necessary.

This committee will meet at regular intervals to be determined by the membership and will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Joint Occupational Safety and Health Committees shall be sent to the BCGEU local area office and the bargaining unit Chair. Employees who are representatives of the Joint Occupational Safety and Health Committee shall continue to receive the rate of pay they would have been receiving had they not been attending a Joint Occupational Safety and Health Committee meeting.

Where an employee has acted in accordance with Article 3.12 – Procedure for Refusal of the BC Occupational Health and Safety Regulation, No such employee shall not be disciplined for refusal to work on a job which in the opinion of:

- (1) a member of the Joint Occupational Safety and Health Committee;
- (2) a person designated by the Joint Occupational Safety and Health Committee; or
- (3) a Safety Officer,

after an on-site inspection and following discussion with the representative of the College, does not meet the standards established pursuant to the Workers' Compensation Act.

*Agreed: Lou Strom for BCGEU, Dec 10/18
Bawson for Camosun, Dec 10/18.*

Camosun College Employer Proposal

Date: _____

Time: _____

The employee shall return to the job when it is declared by the Joint Occupational Safety and Health Committee to meet the standards.

(b) 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.

(c) 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 College.


(d) Investigation of Accidents

The Joint Occupational Safety and Health Committee shall be notified of each accident or injury to College employees engaged in College activities and shall investigate and report to the employees' Union and President on the nature and cause of the accident. In the event of a fatality, the College shall immediately notify the BCGEU local area office and the bargaining unit Chair of the nature and circumstances of the accident.

(e) Occupational First Aid Requirements

- (1) The BCGEU and the College agree that they shall comply with the Occupational First Aid Regulation made pursuant to the Workers' Compensation Act.
- (2) Upon the advice of the Joint Occupational Safety and Health Committee the College shall designate an employee as the First Aid Attendant at each major campus.
- (3) Where the College requires an employee to perform First Aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and, where necessary, leave to take the necessary courses shall be granted with pay.
- (4) When a member of BCGEU agrees to act as the designated First Aid Attendant at any campus, the member shall receive the stipend that is normally paid by the College to First Aid Attendants.

(f) Safety Courses

- 
- (1) The Joint Occupational Safety and Health Committee will keep itself informed of training programs sponsored by the ~~Workers' Compensation Board~~ WorkSafeBC or other agencies, and make recommendations for participation.
 - (2) The College agrees that a one (1) day training course will be provided by the BCGEU. The College agrees to pay the salary for a maximum of two (2) committee members per year.

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 16 – ~~WORKER'S COMPENSATION BOARD~~ WORKSAFEBC AND OCCUPATIONAL HEALTH AND SAFETY

16.1 ~~Workers' Compensation Board~~ WorkSafeBC

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

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

16.2 Occupational Health and Safety

The BCGEU and the College agree that regulations made pursuant to the Workers' Compensation Act, Hazardous Products 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 the Occupational Health & Safety Regulation.

All Faculty must attend a WHMIS Educational Seminar provided by the College within the first two months of employment. Faculty handling hazardous materials must attend a training session within the first two months of employment and prior to handling such materials.

(a) College Joint Occupational Safety and Health Committee

The College agrees to establish and maintain a College safety committee. The Joint Occupational Safety and Health Committee shall be composed of representatives from administration, each Union and each major campus. The BCGEU agrees to support the College in obtaining representatives to serve on the Committee.

The Joint Occupational Safety and Health Committee may establish subcommittees on any campus where it deems necessary.

This committee will meet at regular intervals to be determined by the membership and will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Joint Occupational Safety and Health Committees shall be sent to the BCGEU local area office and the bargaining unit Chair. Employees who are representatives of the Joint Occupational Safety and Health Committee shall continue to receive the rate of pay they would have been receiving had they not been attending a Joint Occupational Safety and Health Committee meeting.

No employee shall be disciplined for refusal to work on a job which in the opinion of:

*Approved: Joni Shown for BCGEU, DEC 10/18
Charles J. Lamson, Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

- (1) a member of the Joint Occupational Safety and Health Committee;
- (2) a person designated by the Joint Occupational Safety and Health Committee; or
- (3) a Safety Officer,

after an on-site inspection and following discussion with the representative of the College, does not meet the standards established pursuant to the Workers' Compensation Act.

The employee shall return to the job when it is declared by the Joint Occupational Safety and Health Committee to meet the standards.

(b) 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.

(c) 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 College.

(d) Investigation of Accidents

The Joint Occupational Safety and Health Committee shall be notified of each accident or injury to College employees engaged in College activities and shall investigate and report to the employees' Union and President on the nature and cause of the accident. In the event of a fatality, the College shall immediately notify the BCGEU local area office and the bargaining unit Chair of the nature and circumstances of the accident.

(e) Occupational First Aid Requirements

- (1) The BCGEU and the College agree that they shall comply with the Occupational First Aid Regulation made pursuant to the Workers' Compensation Act.
- (2) Upon the advice of the Joint Occupational Safety and Health Committee the College shall designate an employee as the First Aid Attendant at each major campus.
- (3) Where the College requires an employee to perform First Aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and, where necessary, leave to take the necessary courses shall be granted with pay.



Camosun College Employer Proposal

Date: _____

Time: _____

- (4) When a member of BCGEU agrees to act as the designated First Aid Attendant at any campus, the member shall receive the stipend that is normally paid by the College to First Aid Attendants.

(f) Safety Courses

- (1) The Joint Occupational Safety and Health Committee will keep itself informed of training programs sponsored by ~~the Workers' Compensation Board~~ WorkSafeBC or other agencies, and make recommendations for participation. *m/c/L ea. A.*
- (2) The College agrees that a one (1) day training course will be provided by the BCGEU. The College agrees to pay the salary for a maximum of two (2) committee members per year.
- ea.*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 17 – BENEFITS

17.2 Medical Services

JS/CR
Effective January 1, 1995, ~~the~~ College shall pay all of the costs of a Medical Services Plan and an Extended Health Benefit Plan for full-time employees with an appointment of one (1) full month or longer. Premiums for employees on less than fulltime appointments will be shared on a prorated basis. All administrative costs for these plans shall be borne by the ~~Board~~ *JS* College. Subject to Clause 17.7, *CR* participation in ~~this~~ *JS* ~~these~~ plans shall be a condition of employment for all employees holding appointments of fifty (50%) percent or greater unless covered by another plan. Appointments of less than fifty (50%) percent will also be granted coverage upon application to Human Resources.

AGREED: Lou Atwin for BCCSU Dec 10/18
CRawson for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 18 — RETIREMENT

18.2 Early Retirement Incentive

In those departments in which a reduction in staff is required, a faculty member shall be eligible to apply for an early retirement incentive providing ~~he/she~~ the faculty member meets the following conditions:

- (a) is age fifty-five (55) or over;
- (b) has a minimum of ten (10) years pensionable service with the College;
- (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~~ the faculty member's annual salary times the number of years remaining until age sixty-five (65) to a maximum of one (1) year's salary, in addition to all other retirement benefits. An employee who, upon joining the College, requested and was granted by the Board exemption from participation in the *College Pension Plan*, may apply to the Board for permission to be included in this clause.

Where this clause is applied, Clause 3.3 will not be applied.

APPEE: You Action for BCCU, DEC 10/18
Chawra Cn Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 20 — INDEMNITY

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

ACCEPTED: Lori Ström for BCCU Dec 10/18
Kwata for Camosun Dec 19/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 21 – RESOLUTION OF DISPUTES

21.2 Grievance Procedure

The College and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

MS An employee who wishes to present a grievance at Step 1 of the grievance procedure, in the manner prescribed in Clause 21.3, must do so no later than thirty (30) days after the date on which ~~he/she~~ the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance, or on which ~~he/she~~ the employee first became aware of the action or circumstances giving rise to the grievance. *HR*

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or suspension.

21.9 Decision of Arbitrator

MS The Decision of the Arbitrator shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which ~~he/she~~ the Arbitrator deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. *HR*

21.10 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which ~~he/she~~ the Arbitrator shall make every effort to do within seven (7) days of receipt of such application. *HR*

Agreed: Loui Atton for BCCSU, DEC 10/18
Chawton for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 22 – UNION MEMBERSHIP AND DUES

22.4 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 the sum will be shown on the T4 slip, after the Union has confirmed receipt of these dues. *JK*

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the College shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted for each employee.

Approved: Lou Storn for BCCU, Dec 10/18
Chawwa Yn Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 24 — SAFEGUARD AGAINST SALARY REDUCTIONS

- (a) No person covered by this Agreement shall have ~~his/her~~ their current rate of salary or allowance reduced by the application of this Agreement.
- (b) Notwithstanding Section 2 of the *Employment Standards Act* where this Agreement is silent the College agrees to apply the provisions of the *Employment Standards Act*.

ACCEPTED: *Lori Atton for BCCCU, Dec 10/18*
Chawson for Camosun, Dec 19/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 26 – EMPLOYEE APPRAISAL

26.2 Distribution

The completed appraisal shall be available only to the employee, his/her the employee's Chair and his/her Dean, the Vice President, Education, the President, and when appropriate to members of the College's Human Resources department. In the event of a dispute or legal action, the appraisal shall be available to the Joint Labour (BCGEU) Management Committee, an arbitration board and the College's legal counsel.

*Amended: Lou Strom for BCGEU DEC 10/18
Gawson for Camosun Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 27 — TECHNOLOGICAL CHANGE

- (a) An employee shall be considered displaced by technological change when ~~his/her~~ the employee's services are no longer required in the same capacity as a result of change in the method of operation or equipment. *H.R.*
- b) The College 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 College to utilize normal turnover 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.
- (c) Where the introduction of a technological change substantially alters the method of presentation or the content of an existing course, faculty members who may have responsibility for the course shall be consulted before the intended change is implemented.

*AGREED: Lou Simon for BCGEU DEC 10/18.
Crawford for Camosun Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 28 – SENIORITY

28.1 Accumulation of Seniority

- (a) Service seniority shall be defined as the length of continuous service with the College since the last date of hiring plus the aggregate length of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Such service seniority shall include all continuous service with the Public Service of British Columbia prior to the Meld which took place October 1, 1975.
- (b) Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.4.
- (c) Employees on maternity, adoption, or parental leave shall continue to accumulate seniority.
- (d) If a continuing employee terminates their employment as a result of a decision to raise a dependent child (children), and is reemployed, upon application ~~he/she~~ the individual shall be credited with length of service accumulated at the time of termination. The following conditions shall apply:
 - (1) the employee must have been a continuing employee with at least three (3) years of service seniority at the time of termination;
 - (2) the resignation must indicate the reason for termination;
 - (3) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
 - (4) the previous length of service shall not be reinstated until successful completion of the probationary period on reemployment.
- (e) A continuing employee who resigns ~~his/her~~ from their position and within sixty (60) days is reemployed as a continuing employee, shall upon application be credited with length of service accumulated at time of termination.
- (f) The College shall publish on November 1 of each year a seniority list of its continuing employees, including, for fulltime employees, the date of the next salary experience increment.

28.2 Loss of Seniority

An employee shall lose his/her seniority in the event that of:

Accepted: See Action for BCCSU, DEC 10/18.

Camosun College Employer Proposal

Date: _____

Time: _____

- Handwritten: D. / voluntary*
- (a) he/she is discharged for just cause; *LS. PR*
 - (b) he/she voluntarily terminationes his/her of employment or position;
 - (c) he/she is on layoff and their recall period as outlined in Clause 3.5(a) has expired;
 - (d) he/she the employee is unavailable or declines two (2) offers of reemployment in which the duration and nature of work is similar to that which he/she the employee carried out prior to layoff.
- Handwritten: PR*

Approved: Lori Stinson for BCGEU, Dec 10/18
Rawson for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

ARTICLE 29 – POST-RETIREMENT EMPLOYMENT

- (a) Following retirement from the College, a previous employee may be appointed to a post-retirement position in his/her ~~the employee's~~ previous department. With the approval of the appropriate ~~Vice-President~~, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the employee. Appointments may be extended subject to mutual agreement between the College and the employee.
- (b) An employee who has retired and is subsequently appointed to a post-retirement position may work up to a fifty percent (50%) work load. Should an employee who has retired and who was in receipt of an early retirement incentive from the College be appointed to a post-retirement position prior to the period of time covered by the early retirement incentive, the employee shall repay the portion of the early retirement incentive covering the period of time subsequent to assuming the post-retirement position.
- (c) An employee covered by this article shall have the same health and welfare benefit entitlement and rights under the Collective Agreement as continuing parttime faculty members, except the right to revert to a full-time position under Article 1.3(b); the right to a continuing position under Letter of Understanding #2, and layoff provisions under Article 3.2, 3.3, 3.4, 3.5(a), and the obligation to donate or the right to withdraw from the Sick Leave bank under Article 15.3 or under Letter of Agreement #1 as it relates to Article 15.3.
- (d) If the appropriate Dean agrees, an employee covered by this Article may participate in approved professional development activities.
- (e) An amount equal to the College's contribution to the College Pension Plan for the workload of the post-retirement position will be paid by the College to an employee nominated RRSP. This contribution shall continue to the same age as College Pension Plan contributions are required to be made by the College on behalf of faculty members not covered by this Article. The contribution under this Article is not available to and will not be paid to an employee covered by this Article for whom the College is making contributions to the College Pension Plan.
- (f) If any provision of the Article conflicts with the terms of the College Pension Plan, then that provision will be deemed to be null and void and the parties will negotiate a provision to substitute for the provision rendered null and void which does not conflict with the College Pension Plan. All other provisions of this Article will remain in full force and effect.

ON REDRAFTING, THE PARTIES WILL AGREE TO A CONSISTENT APPLICATION OF CAPITALIZATION OR NOT OF THE WORD "ARTICLE!"

*Agreed: Lou Havin for BCGEU, DEC 10/18.
Chawla for Camosun, Dec 10/18*

Camosun College Employer Proposal

Date: _____

Time: _____

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, ~~2014~~ ²⁰¹⁹ to and including March 31, ~~2019~~ ²⁰²² 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.

SIGNED ON BEHALF OF:

[signatories to be updated]

BCGEU, Lou Strom Dec. 10/18
Chawson Camosun Dec 19/18

Camosun College Employer Proposal

Date: _____

Time: _____

APPENDIX B – PROVINCIAL SALARY SCALE

Update on redrafting the Collective Agreement.

AGREED: Lou Atwood for BCCSU Dec 10/18
Chawson for Camosun Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

APPENDIX C - REDUCTION IN STAFF FLOWCHART

Renew

Correct typo on the Reduction in Staff Flowchart, textbox 8 should indicate:

8. Retirement

(if age 55 or ~~off~~ older)

FLOWCHART ACTIVITY DESCRIPTION

On redrafting the Collective Agreement, ensure that clauses references in the Flowchart Activity Description are appropriately updated.

AWDED: Lori Atrows for BCCRCU, Dec 10/18
Chawla for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

APPENDIX D – ADVANCED PLACEMENT

Renew

AGREED: For Aton for BCCCH Dec 10/18.
Bawer for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

LOU #4 (New) Re: Alternative Transportation Incentive Program

Delete

Added: For Show for BCCET, Dec 10/18
Chweta for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: _____

Time: _____

LOU #5 – Re: Succession Planning

Delete

AURTE: Lori Shaw for BCTCU, Dec 10/18.
Kawea for Camosun, Dec 10/18

Camosun College Employer Proposal

Date: 12-Dec-2018
Time: 2:34 pm

ARTICLE 21 — RESOLUTION OF DISPUTES

21.1 Union Representation

- (a) The Union has a right to represent its members in dealings with the College related to the administration of this agreement. It will determine how and under what conditions it will assist a member in preparing and presenting any grievance in accordance with grievance procedures outlined in the contract.
- (b) An employee shall have the right to have a Union representative present at any discussion with administration, which the employee believes might be the basis of disciplinary action. Where administration intends to interview an employee for disciplinary purposes, the administration shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a Union representative, providing that this does not result in an undue delay of the appropriate action being taken.

21.2 Grievance Procedure

The College and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

An employee who wishes to present a grievance at Step 1 of the grievance procedure, in the manner prescribed in Clause 21.3, must do so no later than thirty (30) days after the date on which ~~he/she~~ the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance, or on which ~~he/she~~ the employee first became aware of the action or circumstances giving rise to the grievance.

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or suspension.

21.3 Step 1

Before a written grievance can be submitted at Step 2 of the grievance procedure, every

*ACCEPTED: Loui Skom for BCCCT, Dec 12/18
Gawson for Camosun, Dec 12/18*

Camosun College Employer Proposal

Date: _____

Time: _____

effort shall be made to settle the dispute at Step 1.

- Vmic/L JS. CR*
- (a) The aggrieved employee shall request a discussion with the administrator and shall specify that this is Step 1 of a grievance and the nature of the grievance. The employee has the right to have a Union representative present at such a meeting.
 - (b) The administrator will have ~~seven (7)~~ **fourteen (14)** days to investigate the matter and respond.

21.4 Step 2

An employee who wishes to pursue a grievance at Step 2 must do so within ~~fourteen (14)~~ **twenty-one (21)** days of having received the response from Step 1 or within ~~fourteen (14)~~ **twenty-one (21) days of when the response from Step 1 was due**. The grievance will be submitted on the appropriate form setting out the nature of the grievance and the circumstances from which it arose, and the remedy sought.

Within twenty-one (21) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to the employee's grievance within twenty-one (21) days of the Step 2 grievance meeting.

~~The grievance will then be reviewed by a committee of two representatives of the Union, one of whom will be the staff representative or designate and the other designated by the staff representative, and two representatives of the College, one of whom shall be the President or designate. The Committee must meet to review the grievance within fourteen (14) days of its receipt. The College will respond in writing following the committee's review. If there is no resolution within thirty (30) days from the date of the first committee review meeting, the matter may be referred to arbitration.~~

21.5 Time Limit to File to Arbitration

Failing satisfactory settlement at Step 2, the Union President or designate may inform the College of intent to submit the dispute to arbitration within:

30 JS. CR
(a) ~~Fourteen (14)~~ **Twenty-one (21)** days after the College decision has been received; or

30 JS. CR
(b) ~~Fourteen (14)~~ **Twenty-one (21)** days after the College decision was due.

*Ack'd Lori Strom for BCCU Dec 12/18
Chavon for Camosun, Dec 12/18*

Camosun College Employer Proposal

Date: _____

Time: _____

21.6 Administrative Provisions

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile (original to follow in regular mail) forwarded electronically through the College's email system to the appropriate office of the College or the Union.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered or sent by facsimile, forwarded electronically and received on the day they were delivered to received electronically by the appropriate office of the College or the Union.
- (c) ~~In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office within British Columbia, this section shall not apply.~~

21.7 Single Arbitrator

When a party has requested that a grievance be submitted to Arbitration, the grievance shall be submitted to a mutually agreed upon Arbitrator.

21.8 Single Arbitrator Procedure

The Arbitrator may determine his the Arbitrator's own procedure in accordance with due process and shall give full opportunity to all Parties to present evidence and make representations. He The Arbitrator shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the Hearing.

21.9 Decision of Arbitrator

The Decision of the Arbitrator shall be final, binding, and enforceable on the Parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which he/she the Arbitrator deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

21.10 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she the Arbitrator shall make every effort to do within seven (7) days of receipt of such application.

*Approved: Loui Storn for BCGEU Dec 12/18.
Gawron for Camosun Dec 12/18*

Camosun College Employer Proposal

Date: _____

Time: _____

21.11 Expenses of Arbitrator

Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

21.12 Deviation from Grievance Procedure

The College agrees that after a grievance has been initiated by the Union, the College's representatives will not enter into discussion or negotiation with respect to the grievance either directly or indirectly with the aggrieved employee grievor without the consent of the Union. *A.S.*

In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this clause the grievance shall be considered to have been abandoned.

21.13 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of a clause of this Agreement, the dispute shall be discussed initially with the College or the Union, as the case may be, within thirty (30) days of the occurrence. Where no satisfactory agreement is reached within a further thirty (30) days, either party may submit the dispute to arbitration as identified in Clause 21.7.

21.14 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitation in processing the grievance through the grievance procedure. To this end an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

21.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this clause, other than Clause 21.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by an Arbitrator, unless another date is agreed upon by both Parties.

*Agreed: Lou Strom for BCGEU Dec 12/18
Chawson for Camosun Dec 12/18*

Camosun College Employer Proposal

Date: _____

Time: _____

21.16 Amending Time Limits

The time limits fixed in the grievance and arbitration procedure may be altered by mutual consent of the Parties, but the same must be in writing.

Agreed: Lou Atton for BECU Dec 12/18
Agreed: [Signature] for Camosun Dec 12/18

Camosun College Employer Proposal

Date: _____
Time: _____

100MIT S.C.R. ARTICLE 4 DEFINITIONS [NEW]

For the purpose of this agreement:

- (a) "Appointment" is means a written offer of employment, *S.C.R.*
- (i) "Continuing" means an appointment for an unspecified period of time without an identified termination date; *S.C.R.*
- (ii) "Term" means is an appointment for a specified period with an identified termination date. *S.C.R.*
- (b) "Bargaining Unit Chair" means the elected Camosun representative of the BCGEU, Local 701. *S.C.R.*
- (c) "College" means Camosun College including all campuses.
- (d) "Local Area Office" means: BCGEU
2994 Douglas Street
Victoria, BC V8T 4N4 *S.C.R.*
- (e) "Personnel Files" means includes all employee records maintained by the Human Resources Department. *S.C.R.*
- (f) "President of the Union" means is the President of the B.C. Government and Service Employees' Union. *S.C.R.*
- (g) "Probation" means the period of probation of two (2) full time equivalent years to which employees are subject. *S.C.R.*
- (h) "Union Representative" means a Union member elected by its membership to act on behalf of the bargaining unit, this includes or a Staff Representative. *S.C.R.*

Accepted: Lou Strom for BCGEU, Dec 17/18
Chawen for Camosun, Dec 14/18.

Employer Proposal
Date: Nov 1, 2018
Time: 11:15 am

2019 – BCGEU FACULTY COMMON TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 BCGEU Faculty Common Table

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in
the 2019 BCGEU Faculty Common Table

(BCGEU locals referred to as "the Union")

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Settlement between them for the 2019 BCGEU Faculty Common Agreement. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement to their respective principals.

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

The effective date for all changes to the new Common Agreement will be April 1, 2019, unless otherwise specified.

All of the terms of the 2014-2019 BCGEU Faculty Common Agreement continue except as specifically varied below.

1. Article 2- Harassment

... Amend the last paragraph of article 2.2.1 to reflect the changes in the BC's Human Rights Code as follows:

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

criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to ~~his/her~~ **their** terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment. **This does not preclude representation by staff who may be lawyers.**

Where the complainant or respondent is not a member of the union, and therefore not covered by this agreement, and is represented by legal counsel, the Employer will attempt to provide the Union with notice in advance of any formal proceedings, as is practicable.

2.3.3 Mediation

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

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

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

2.3.4 Investigation

Where either the complainant or ~~alleged harasser~~ **respondent** does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from the list of investigators in Appendix B.

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

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

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

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

2.3.5 Terms of Reference of the Investigator

- a) The purpose of the investigator will be to ascertain facts.
- b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the ~~alleged harasser~~ **respondent**. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. **The employer may redact information from the report if the release of that information would violate the personal privacy of individuals.**
- d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- e) **Reliance on Report of Third Party Investigator**
Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

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

- f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- i) The investigator's report will not be placed on an employee's file.

2.4 Findings

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

2.4.2 The determination will:

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

2.5 Rights of the Parties

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

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

2.5.1 The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding."

... No changes to Articles 2.6 and 2.7

2.8 ~~Relation to Other Agreements~~ **Individuals not covered by this agreement**

Where a complaint under Article 2 involves individuals who are **not** covered by ~~another~~ **this** collective agreement the local parties will meet to clarify and agree upon a procedure.

2. ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

The Parties believe that their ~~on-going~~ **ongoing** and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, ~~Training and Technology~~ **Skills and Training** continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3.1.1 Relevant Matters include:

- (a) Health and Welfare
 - (i) Benefit Plan Designs
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Carrier contracts
- (b) Collective Bargaining
 - (i) Salary information by classification
 - (ii) FTE, headcount, placement on scale, appointment status
 - (iii) Demographics: age and gender
- (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of ~~five (5)~~ **three (3)** representatives of the employers and ~~five (5)~~ **three (3)** representatives of the ~~BCGEU Provincial Bargaining Council.~~ **Where appropriate, additional representatives may be added as resources, by mutual agreement.**

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be ~~called~~ **held** within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of ~~six (6)~~ **four (4)** representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of ~~collective agreements~~ **the Common Agreement.**
- (b) Provide a forum for dialogue between the Parties respecting **sectoral** issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

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

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

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

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

3.2.5 Process and Costs

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

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

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

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

3.3 Expedited Arbitration

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

3.3.1 Expedited Arbitrations

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

3.3.2 Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection;
- vii. Grievances arising from the duty to accommodate; and
- viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3.3.3 Expedited Arbitrators

The following arbitrators shall be selected ~~on the basis of the person who is first available to hear the grievance~~ **based on earliest availability** on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- **Corrin Bell**
- **Julie Nichols**

If none of the listed arbitrators are available, the local parties shall agree to another arbitrator.

... No changes to the remainder of this Article.

3. ARTICLE 6 - JOB SECURITY

The provisions of Article 6.6.6 will be amended as follows:

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support **such as resolving delivery platform software or server problems for** to students taking distributed learning courses.

All other provisions under this Article will remain unchanged.

4. ARTICLE 7 – LEAVES

... No changes proposed for Articles 7.1, 7.2 and 7.3

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay. **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of the memorial service.**

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ 27 weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix H – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ 27 weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of ~~eight (8)~~ 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

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

...No changes to Articles 7.9 through 7.13

7.14 Leave Respecting the Death of A Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

7.15 Leave Respecting the Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

7.16 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to three days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

Notwithstanding the above, in the event that legislation comes into force regarding domestic violence leave that applies to the employer, the employer will provide such leave consistent with the legislation and the employer is not required to provide leave with or without pay in excess of the requirements in such legislation.

5. Article 8 – Parental Leave

Effective the date of ratification, the Employer and the Union agree to amend the language of Article 8 Parental Leave to reflect the changes in B.C.'s *Employment Standards Act* [R.S.B.C. 1996, c. 113] and Canada's *Employment Insurance Act* [S.C. 1996, c. 23] as follows:

8.1 Preamble

8.1.1 Definitions

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-

habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to ~~twelve (12)~~ **six (6)** consecutive months in addition to statutory requirements. **Notwithstanding the foregoing, employees who elect the Standard Leave as defined under the *Employment Standards Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.**

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth unless the employer and the employee agree otherwise.

8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth.

8.2.3 for an adopting parent, within ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child is placed with the parent.

8.3 Benefits Continuation

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

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

... No change to article 8.4

8.5 Supplemental Employment Benefit for Maternity and Parental Leave

8.5.1 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~~ **their** salary calculated on ~~her~~ **their** 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, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI Benefits** and eighty-five percent (85%) of the employee's salary calculated on ~~her~~ **their** average base salary.
- ~~(d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.~~
- (d) If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 8.5.1(c) when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the 61 week period. Payroll will make this calculation.**
- (e) Provided the employee received SEB as per Article 8.5.1 (a), (b), (c) and (d), for the last week of the parental leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.**
- (f) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.5.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the

employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

6. Article 9 - Health and Welfare Benefits

(A) The Employer and the Union agree to amend the language of Article 9 as outlined below:

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side. **Two union representatives will represent the BCGEU on this committee.**

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. ~~The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.~~

9.1.4 Costs of the Joint Committee

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 Specific Benefits

9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions (**see LOU XX**)
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety five percent (95%), the existing local provision will remain in force.
 - (iii) **Effective April 1, 2019**, Hearing Aid benefit claims will be to a maximum of six hundred dollars ~~(\$600)~~ **\$1500** every five (5) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
 - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
 - (vi) **Effective April 1, 2019**, eye vision exams shall be reimbursed to a maximum of ~~seventy-five dollars (\$75)~~ **one hundred dollars (\$100)** every two (2) years.
 - (vii) ~~Effective January 1, 2016~~, **November 1, 2021** the reimbursement for professional services will be amended from \$10 per visit maximum ~~for the first twelve (12) visits per calendar year to \$10~~ **\$20** per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of each applicable Extended Health Benefits plans.
- (c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

... no further changes to the remaining provisions of the Article.

(B) Further to the above, while not to be included in the Common Agreement, effective April 1, 2019, the Employers agree that the Extended Health Benefits plans will be amended such that the vision care coverage shall be increased to \$650/2 years.

(C) Further to the amendment to Article 9.2.1.(a) above, the Employers and the Union agree to the following Letter of Understanding, effective January 1, 2020:

Letter of Understanding XX

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

7. Article 12 – Salaries

Effective April 1, 2019, the Employers and the Union agree to amend Article 12 as follows:

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.1.1 Effective ~~the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.1.2 Effective ~~the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.1.3 Effective ~~the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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

The general wage increases listed above are reflected in the revised Provincial Salary Scale which is referenced in Item #11 – Appendix "A", of this Memorandum of Settlement.

12.2 Secondary Scale Adjustment

All steps on secondary scales will be increased as follows:

12.2.1 ~~Effective the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.2.2 ~~Effective the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.2.3 ~~Effective the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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

... no changes to articles 12.3, 12.4 and 12.5

12.6 Faculty Administrative Stipends

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

12.6.1 ~~Effective the first day of the first full pay period after~~ **April 01, 2019** or the first day of the first full pay period after the date of ratification of this Memorandum of Settlement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2019** shall be increased by **two percent (2%)**.

12.6.2 ~~Effective the first day of the first full pay period after~~ **April 01, 2020**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2020** shall be increased by **two percent (2%)**.

12.6.3 ~~Effective the first day of the first full pay period after~~ **April 01, 2021**, all annual rates of pay in Appendix A of the collective agreement which were in effect on **March 31, 2021** shall be increased by **two percent (2%)**.

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

8. Article 16 – Common Faculty Professional Development Fund

16.3 Fund

16.3.1 The Fund will be set at point six seven of one percent ~~(0.6%)~~ (0.7%) of faculty salary for each institution. ~~Effective February 1, 2017, the Fund will be set at point seven (0.7%) of faculty salary for each institution.~~

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the Employer.

9. Article 17 - Term

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

“This Agreement shall be in effect from April 1, 2014 **2019** to March 31, ~~2019~~**2022**, and shall continue in force until the renewal of this Agreement.”

10. Appendix “A”

**APPENDIX A
PROVINCIAL SALARY SCALE – to be determined**

11. LETTER OF UNDERSTANDING 2-1

REVIEW OF BARGAINING STRUCTURE AND PROCESS

1. The Employers and the Union agree to establish a Joint Review Committee (the Committee). The terms of reference for the Committee include the following:
 - Examine the potential to develop a standardized sectoral agreement(s)
 - As part of their discussions, the parties will review the possible standardization of the pregnancy/parental leave (including SEB) provisions, and the grievance procedure.
 - Report the committee's findings back to the parties' respective principals.
2. The committee shall be made up of four (4) representatives chosen by the Employers and up to four (4) representatives chosen by the local unions. The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.

3. The findings of the committee will be submitted to the parties' respective principals for review. For the Employer, the principals include the respective College Board of Directors and the Post-Secondary Employers' Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provisions of the applicable local collective agreement.
5. The committee will begin its work after April 1, 2015 **2020** and conclude its work no later than June 30, 2015 **2021** at which time this Letter of Understanding will expire.

12. LETTER OF UNDERSTANDING 1

LETTER OF UNDERSTANDING 1

TRAINING OF HARASSMENT INVESTIGATORS

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

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

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

13. LETTER OF UNDERSTANDING X

WORKING COMMITTEE ON CONTACT TIME/INSTRUCTIONAL HOURS

The union has raised concerns regarding inconsistent contact time/instructional hours for instructors delivering similar programs throughout the sector.

The parties agree, that in order to support future local bargaining discussions regarding contact time/instructional hours, it would be beneficial for the Employer and the Union to first participate in a joint committee (the "Committee") to gather information to identify problem areas, share best practices, learn from the successes and failures, and include the evaluation of what the potential effects of changed contact time/instructional hours would have on the educational services to students now, and in future educational models. The information gathered through this committee would then support future local bargaining discussions.

1. With respect to impacted programs, the areas of review and identification for the Committee would include:
 - a. How the student's hours of instruction are scheduled and structured in each institution. How many contact hours are required for a student to successfully complete the program?
 - b. If applicable, identify what the regulatory requirements are for a student to graduate in a program area. What adjustments might need to be incorporated if these regulatory requirements change?
 - c. How institutions schedule contact time/instructional hours for instructors in each of the impacted programs, i.e., how many contact hours/instructional hours are assigned?
 - d. Identify any current problems that exist with respect to the assignment of contact time/instructional hours.
 - e. What are the best practices in the scheduling and assignment of contact time/instructional hours? What practices result in the best educational outcomes for students?
 - f. What are the different modes of delivering instruction to students, and how are contact time/instructional hours affected?
2. The committee shall consist of:
 - Two (2) representatives from each of the five (5) employer institutions for a total of ten (10) representatives chosen by the Employers. However, one (1) of the two (2) employer representatives must have direct operational knowledge of the area being discussed.
 - Two (2) representatives from each of the five (5) union locals for a total of ten (10) chosen by the local unions. However, one (1) of the two (2) union representatives must have direct operational knowledge of the area being discussed.
 - The committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from BCGEU.
 - One (1) administrative person provided by the Employer to record and distribute the factual information presented through the committee meetings with respect to the impacted programs reviewed under clause 1 above of this Letter of Understanding.
3. At the conclusion of the committee's work, a fact finding report will be developed and distributed to the parties that encapsulates and summarizes the information gathered by the committee.
4. In order to support the administrative expenses of the committee, a onetime fund of \$90,000 shall be established.

- These funds shall be used to support the travel expenses and administrative costs of each of the party's committee members. However, it is understood that these funds shall not be used to fund the leaves or salary expenses of the committee members.
- Leaves of absence and compensation for attendance at meetings by union representatives on the committee shall be governed by the provision of the applicable local collective agreements.
- One representative from PSEA and one representative from BCGEU shall administer the fund jointly.

5. The committee will begin its work after April 1, 2020 and conclude its work no later than June 30, 2021.

14. Letter of Understanding XXX

The parties agree to a Letter of Understanding regarding the Public Sector General Wage Increase (Schedule 3).

15. Service Enhancement Allocation

The Parties agree that the following amounts will be available to the local parties to address improvements to services to students. The amounts below represent ongoing additional funding.

<u>Fiscal Year</u>	<u>Amount</u>
2019/2020	\$130,000
2020/2021	\$133,000
2021/2022	\$136,000

The amount allocated to each specific institution will be prorated according to that institution's payroll cost for their BCGEU bargaining unit. The Parties agree that access to the funding for each local bargaining unit is contingent upon mutual agreement to tangible improvements to service delivery for students.


16. Previously agreed items

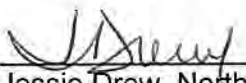
Items previously agreed and signed off between the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 BCGEU Faculty Common Agreement.

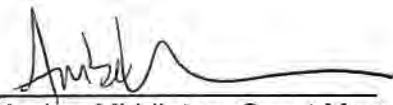
17. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.


Signed by the parties at Vancouver, British Columbia, on the 1st of November, 2018.

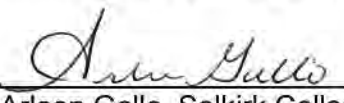
For the Employers:


Eric Sehn, Camosun College


Jessie Drew, Northern Lights College

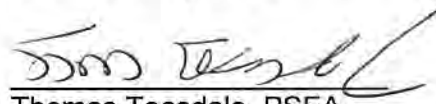

Amber Middleton, Coast Mountain College


Linda Heska, Okanagan College

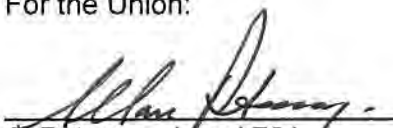

Arleen Gallo, Selkirk College

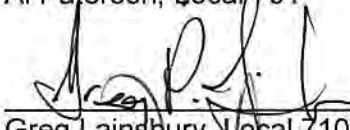

Michael Madill, PSEA, Chair


Brian Chutter, PSEA

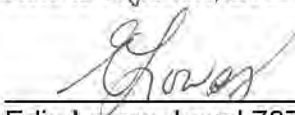

Thomas Teasdale, PSEA

For the Union:

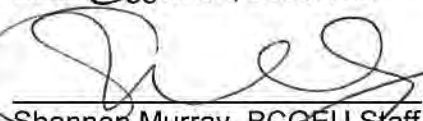

Al Paterson, Local 701

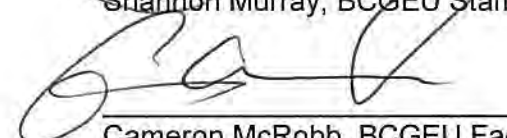

Greg Lainsbury, Local 710


Keisha Reichert, Local 712


Edie Lowes, Local 707


Dave Briggeman, Local 709


Shannon Murray, BCGEU Staff


Cameron McRobb, BCGEU Faculty Bargaining Committee Chairperson

SCHEDULE 1

- Camosun College / BCGEU Local 701, Camosun College
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Northwest Community College / BCGEU Local 712, Northwest Community College
- Okanagan College / BCGEU Local 707, Okanagan College
- Selkirk College / BCGEU Local 709, Selkirk College

SCHEDULE 2

Employer Proposals

Date: _____

Time: _____

Appendix B – List of Investigators

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

APPENDIX B

LIST OF INVESTIGATORS

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

- ~~Louise Pohl~~ Cheryl Otto
- ~~Betty Baxter~~ Linda Sum
- Rebecca Frame
- Irene Holden
- Deborah Lovett
- ~~Ana Mohammed~~ Jean Greatbatch
- John Sanderson
- Marli Rusen

Appendix D – List of Arbitrators

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

APPENDIX D

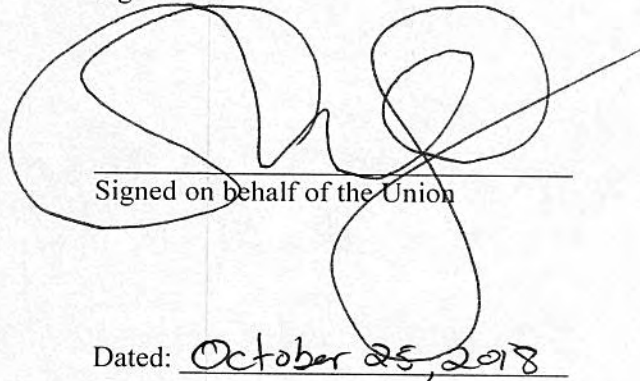
LIST OF ARBITRATORS

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


Bob Blasina
Joan Gordon
Judi Korbin
Chris Sullivan
Colin Taylor
Julie Nichols

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: October 25, 2018

ARTICLE 14 - INTERNATIONAL EDUCATION

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

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

14.1 General

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

14.2 Expenses

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

14.3 Health and Welfare Benefits

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

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The Employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses.

The Employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.

(e) An employee will be referred to the Employer's Human Resources department to clarify the benefit and travel medical insurance coverage.

(f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.4 Emergencies and Emergency Evacuation

(a) The Employer will provide an employee with ~~twenty-four (24)~~ hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an ~~apprehended~~ anticipated or actual emergency for the employee.

(b) The Employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The Employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the Union at the same time.

(c) If necessary, the Employer will contract with local specialists with respect to the safety of employees, their families and companions.

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

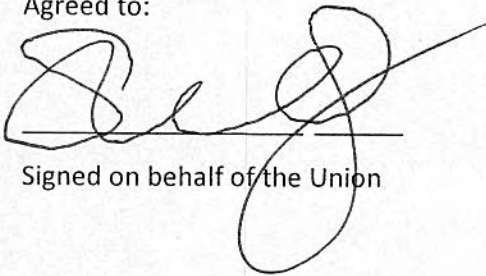
14.5 Orientation and Return

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

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

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

Housekeeping – Memorandum of Understanding Re: Economic Stability Dividend (ESD)

Effective March 31st, 2019 the Employer and the Union agree to delete Memorandum of Understanding Re: Economic Stability Dividend (ESD) in its entirety:

MEMORANDUM OF UNDERSTANDING**Re: ECONOMIC STABILITY DIVIDEND (ESD)****Definitions**

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

The Economic Stability Dividend

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

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

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

Annual Calculation and publication of the Economic Stability Dividend

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

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

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

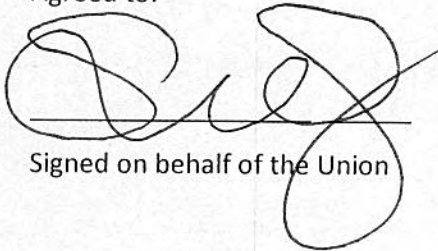
Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

Housekeeping – Letter of Understanding 1 – Training of Harassment Investigators

Effective the date of ratification, the Employer and the Union agree to delete Letter of Understanding 1 – Training of Harassment Investigators in its entirety as the work has been completed:

LETTER OF UNDERSTANDING 1**TRAINING OF HARASSMENT INVESTIGATORS**

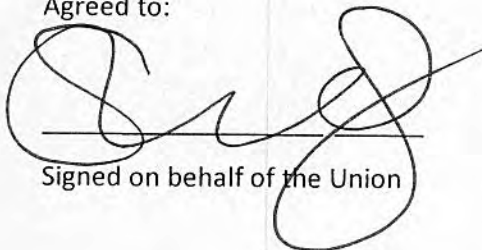
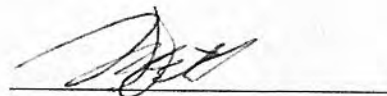
~~The parties will form a committee consisting of not more than three (3) members of the BCGEU, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for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

~~Individuals completing the approved training program will be added to the list of investigators and will be the first called for investigations in accordance with their areas of expertise, knowledge, and experiences.~~

~~The Committee shall complete their duties by June 30, 2015.~~

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

Agreed to:


Signed on behalf of the Union
Signed on behalf of the Employer

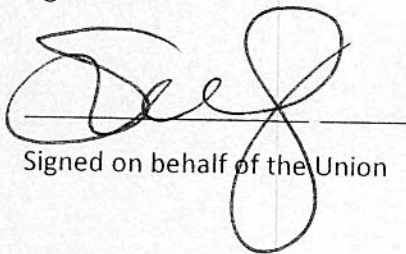
Dated: 24 OCT 2018

DEFINITIONS

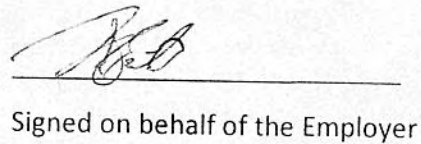
1. **"Agreement"** or **"Common Agreement"** means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. **"Collective Agreement"** means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. **"Employee"** means a person employed within a bargaining unit represented by the BCGEU that has ratified a Collective Agreement that includes this Common Agreement.
4. **"Employer"** means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. **"Institution"** means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. **"Joint Administration and Dispute Resolution Committee"** or **"JADRC"** means the committee established pursuant to Article 3.2.
7. **"Joint Labour-Management Committee"** means a committee formed by local parties with equal representation from a local union and an institution.
8. **"Local parties"** means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. **"Local provision"** means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. **"Local union"** means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. **"Ministry"** means the Ministry of Advanced Education, Skills and Training.
12. **"Parties"** or **"Common Parties"** means the following employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
 - Camosun College / BCGEU Local 701, Camosun College
 - Northern Lights College / BCGEU Local 710, Northern Lights College
 - ~~Northwest Community College~~ **Coast Mountain College**/ BCGEU Local 712, ~~Northwest Community College~~ **Coast Mountain College**
 - Okanagan College / BCGEU Local 707, Okanagan College
 - Selkirk College / BCGEU Local 709, Selkirk College
13. **"Post-Secondary Employers' Association"** or **"PSEA"** means the employers' association that is established for post-secondary institutions under the Public Sector Employers' Act and that is the employer bargaining agent for all institutions.

14. **"Ratification"** means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement.
15. **"Union"** means the B.C. Government and Service Employees' Union (BCGEU).

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

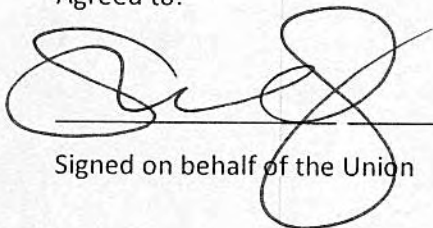
Dated: 24 OCT 2018

Housekeeping

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

- (a) Replace "Northwest Community College" with "Coast Mountain College" wherever it appears in the agreement to reflect the name change of the college.
- (b) Replace "Ministry of Advanced Education" with "Ministry of Advanced Education, Skills and Training" wherever it appears in the agreement to reflect the name change of the Ministry.
- (c) Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.
- (d) Replace "alleged harasser" with "respondent" in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: 24 OCT 2018

SCHEDULE 3

Letter of Understanding XXX

Re: Public Sector General Wage Increase

As part of the Memorandum of Settlement between the PSEA and BCGEU renewing the 2014 – 2019 BCGEU Faculty Common Agreement, the parties also agree as follows;

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019 – 2022 Common Agreement will be adjusted on the third anniversary of the 2019 – 2022 Common Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Agreement is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustments, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This letter of Agreement will be effective during the term of the 2019 – 2022 Common Agreement.