

Memorandum of Settlement

between

CAMOSUN COLLEGE

(referred to as "the Employer")

And

CAMOSUN COLLEGE FACULTY ASSOCIATION

(referred to as "the Union")

"Errors and omissions Excepted"

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CAMOSUN COLLEGE FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE FACULTY ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

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

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.


3. Effective Dates

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

4. SCHEDULE "A"

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

49



5. SCHEDULE "B"

The Employer and the Union also agreed to the amendments to the new local Collective Agreement attached to this Memorandum of Settlement as Schedule "B".

6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the FPSE Common Agreement attached to this Memorandum of Settlement as Schedule "C".

7. Ratification

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

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

Signed this 25 day of June, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

[Signature]
Dawn Southern
[Signature]
[Signature]
[Signature]
D. Maddy
[Signature]
[Signature]

BARGAINING REPRESENTATIVES
FOR THE UNION:

K. Pitman
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

SCHEDULE A

1. ARTICLE 1 APPOINTMENTS TO FACULTY

No change except for what follows;

1.02 Term Appointments

(a) *See Green Sheet signed on February 10, 2020*

(b) *No change*

(c) Instructional term appointments will cover one (1) week of preparation time, the instruction period, and exam period or wrap-up period, to equate to sixteen (16) weeks for a standard full semester and ~~thirteen (13) weeks for a standard full quarter.~~

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

Any individual whose percentage of full-time employment is consistently 50% or higher for two successive ~~terms (i.e. semesters or quarters)~~ shall have a single appointment which extends through both semesters ~~or quarters~~. If an individual's percentage of fulltime employment at the beginning of the second ~~term semester~~ differs from the percentage at the end of the first, the period between the ~~terms semesters~~ will be paid according to the percentage of employment in place at the beginning of the second ~~term semester~~. For the purpose of this clause, May-June and July-August shall each be considered semesters.

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

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

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

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



(e) *See Green Sheet signed on 10-Feb-2020*

(f) *No change*


(g) Right of First Refusal

- (i) Term Faculty Members employed for two (2) semesters ~~or three (3) quarters~~ for the equivalent of two (2) consecutive academic years shall have the right of first refusal for the same or an equivalent term assignment in the next employment period, subject to successful evaluations.
- (ii) In the case of assignments which occur annually for one (1) semester ~~or quarter only~~, a term Faculty Member shall have the right of first refusal for that assignment when ~~he/she~~ **the Faculty Member** has been employed on that assignment three (3) consecutive times and has been successfully evaluated.
- (iii) A Faculty Member, following successful evaluation and completion of the required number of semesters ~~or quarters~~ as defined above, shall obtain right of first refusal by filing an application with ~~his/her~~ **the school office of the Dean or Director**.
- (iv) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the Employee.
- (v) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break in service of more than one (1) year between appointments.
- (vi) Without relinquishing the rights stipulated in this clause, a Faculty Member may refuse employment for one (1) ~~quarter or semester~~ after each two (2) semesters ~~or three (3) quarters~~ of employment in order to provide the Employee with the equivalent of a regular vacation period.

Any additional refusal of employment shall result in the relinquishing of the rights stipulated in this clause.

- (vii) Should two **(2)** or more term Employees qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the Dean **or Director** in consultation with the Chair and other Faculty Members within the department.

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

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1.04 Continuing Appointments

(a) *No change*

- (b) A full-time Faculty Member may be assigned to a continuing part-time contract without loss of accumulated seniority and shall continue to accumulate seniority on a prorated basis.

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

In the event that a previously full-time Faculty Member who has converted to continuing part-time wishes to revert to a full-time appointment, ~~he/she~~ **they** can only do so if there is a vacancy for which ~~he/she~~ **the Faculty Member** is qualified subject to the provisions of Clause 1.04 (e) or if there was an agreement specifying the duration of part-time employment prior to that member becoming part-time.


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

Should the Dean **or Director** deem two (2) or more continuing part-time Faculty Members equally qualified for the increased employment, the work will be assigned to the Faculty Member with the most seniority.

No changes to (d)(i) and (d)(ii)

- (iii) The Faculty Member normally must have worked in one department during the qualifying period, except in the case of Faculty Members who have done similar work in more than one department. Should there be disagreement concerning whether or not an individual who has worked in more than one department during the qualifying period is entitled to continuing status, the matter shall be resolved according to the provisions of Clauses 21.01 and 21.02.

1. ~~He/she~~ **The Faculty Member** must have been successfully evaluated according to established evaluation procedures under Article 28.
2. An assignment averaging at least fifty percent (50%) of full-time employment, with a minimum of forty percent (40%) at any given time, based on the normal workload of a full-time instructor in the relevant department, shall be available over two (2) semesters ~~or three (3) quarters~~ in the next year. The Employer is obligated to offer continuing employment when the annual budget and operating plan indicates that an

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assignment to the level stipulated above will be available. When the Employer concludes that sufficient work is not available to offer an individual a continuing contract, the Employer will inform the individual and the Union in writing of the reasons for the decision.

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

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

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

The Employer shall not deny a Faculty Member the rights stipulated in this clause as a result of having neglected to evaluate the Faculty Member.

When more than one candidate is eligible for a single continuing appointment under this clause, the appointment shall be offered to the Employee deemed most qualified by the Dean or Director in consultation with the Chair and department.

Should the Dean or Director in consultation with the Chair and department deem two (2) or more individuals equally qualified, the appointment will be offered to the **Employee Faculty Member** with the most service in the bargaining unit.


(e) When a continuing position in a department becomes available, the position shall be offered to a suitable candidate from the following categories, in the following order. Suitable is defined here as meeting the minimum requirements for the position as determined in advance by the department in consultation with the Dean or Director.

- (i) Laid off with reappointment rights according to the provisions of Celause 3.04 (b).
- (ii) Employees with part-time continuing appointments, in the same department, according to the provisions of Clause 1.04 (c).
- (iii) (a) Term employees in the same department who have met the conditions necessary to convert to a continuing contract as described in **Clause 1.04 (d)**.

(b) Employees on indefinite term appointments who have successfully completed the equivalent of a probationary appointment.

Note: If two **(2)** people are equally eligible under (iii) (a) and (iii)(b), the **Employee Faculty Member** with more service accumulated will convert.

- (iv) Administrators with rights under Clause 1.09.
- (v) Candidate selection through open competition.

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(f) Job Sharing

See Green Sheet signed on February 10, 2020

1.06 Selection of New Faculty

Faculty ~~Members~~ members of the respective department shall be consulted in the selection of all new faculty. Procedures for faculty consultation will be specified in writing by the appropriate Dean or Director.

1.08 Teaching Rights of College Administrators and Exempt Staff

See Green Sheet signed on 10-Feb-2020

1.09 Faculty Status For College Administration and Other Exempt Employees

See Green Sheet signed on 10-Feb-2020

2. ARTICLE 2 TERMINATION OF APPOINTMENT

No change except for what follows:

2.02 Probationary Appointments

See Green Sheet signed on 10-Feb-2020.

2.03 Disciplinary Process

(a) Right to Union Representation

The Employer shall inform an Employee of ~~his or her~~ **their** right to Union representation prior to any meeting with the Employer that might reasonably be foreseen to form the basis for disciplinary action. If during a meeting, it becomes reasonably foreseeable that discipline may ensue, then the Employer shall inform the Employee of ~~his or her~~ **their** right to Union representation and provide the Employee a reasonable opportunity to obtain representation.

(b) Suspensions

The President may suspend an Employee for cause. Disciplinary suspensions shall be in writing and shall set forth the reasons for the suspension. The Board shall be informed of the suspension within twenty-four (24) hours. At the same time, the President shall notify the President of the Union that the suspension has occurred. The President shall, within a reasonable period of time, either recommend dismissal of the Employee or reinstate ~~him/her~~ **the Employee** with or without penalty. Whenever an Employee is reinstated without penalty, all documentation related to the matter will be removed from the Employee's personnel file.

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Cause shall be defined to mean:

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

(c) Termination for Cause

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

A copy of this letter shall be sent to the Chairperson of the College Board and to the President of the Union.

(d) Burden of Proof

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

3. ARTICLE 3 LAYOFFS

No change except for what follows:

3.01 Layoff Notification

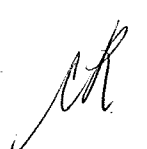
- (a) When a layoff is necessary due to changes of enrollment, the deletion of a program, technological changes, or insufficient operating funds, an Employee shall be entitled to at least four (4) months notice **as follows**, excluding annual holidays, ~~except in the following circumstances:~~

Four (4) months' notice

Probationary and Continuing Employees with three (3) years of service or greater, irrespective of percentage of full-time equivalent employment.

Two (2) months' notice

Term, and Probationary and Continuing Employees with less than three (3) years of service, irrespective of percentage of full-time equivalent employment. ~~on a~~

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probationary and/or continuing appointment shall be entitled to two (2) months' notice.

In the event that the President approves termination of an appointment for reasons of layoff, the Employer shall inform the individual at least fourteen (14) days prior to issuing the layoff notice. The notice period shall be calculated from the date that the President issues the layoff notice. The Board shall be informed of any termination resulting from a layoff notice.

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

When a layoff is necessary in a particular department, it shall occur in reverse order of service seniority. In each case, the remaining Employees in the department must have the essential skills or expertise needed to meet the departmental objectives and activities. However, the Faculty Member can transfer to any other department where ~~he/she the Employee~~ is fully qualified, if necessary displacing a less senior Faculty Member.

The Employer will inform an Employee of ~~his or her~~ **their** right to have a Union representative present at any meeting in which layoff or the potential for layoff is being discussed with an Employee.

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 the time of layoff.

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

3.02 Transfer and Bumping Process – Probationary and Continuing Employees

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

- (a) One (1) Faculty Member from the department which the Employee proposes joining and one (1) from the department from which ~~he/she the Employee~~ is being laid off. These Faculty Members will be selected by the respective departments. These members will be resource persons and will not vote.

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- (b) Three (3) Faculty Members appointed by the Union from schools not affected by the transfer.
- (c) Two (2) administrators appointed by the Employer from schools not affected by the transfer.

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

3.03 Retraining – Probationary and Continuing Employees

- (a) An Employee who is ~~terminated for reason of layoff to be laid off~~, who is not judged to be qualified to transfer to another position occupied by an Employee having less seniority as provided in Clause 3.02, and who has served the College for at least five (5) years, shall receive paid leave of up to eight (8) months, if required, in order to qualify for an available position at the College. An available position is one which, within two (2) months of the time the layoff is given, is vacant or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.04 shall apply.
- (b) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected Employee such that the Employee's continuing employment is threatened, such Employee shall be given up to two (2) months in addition to annual vacation and to scheduled development time provided in Clause 10 for approved professional development, with no loss of income, benefits or seniority.

3.04 Severance Pay and Reappointment – Probationary and Continuing Employees

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

- (a) Severance Pay

An Employee shall receive severance pay calculated as follows:

- (i) Payment of one-half (1/2) of one (1) month's salary for each fulltime equivalent year of accumulated service to the College to a maximum equal to six (6) months' salary.
- (ii) *No change*
- (iii) *No change*

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(iv) *No change*

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

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

(vi) *No change*

(b) Reappointment

(i) *No change*

(ii) *No change*

(iii) Should other term, probationary, or continuing positions become available in a department other than the individual's previous department, reappointment will be based on seniority amongst individuals eligible for reappointment who are deemed qualified for the position by the Dean **or Director** in consultation with the faculty in the relevant department. In all cases, individuals eligible for reappointment have priority for available positions up to the individual's percentage of full-time employment at the time of lay-off.

(iv) When the qualifications concerning an assignment in the individual's previous department are in question, the adequacy of the qualifications shall be determined ~~by the Dean or Director in consultation with the faculty in the relevant department~~ according to a process established by the parties to this Collective Agreement.

(v) *No change.*

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4. ARTICLE 4 PLACEMENT ON SCALE

No change except for what follows:

4.02 Salary Range

Please refer to Appendix A of the Common Agreement for the ~~2014-2019~~ **2019 – 2022** salary scale.

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

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	Minimum Initial Placement	Maximum Initial Placement	Maximum Salary
Category I	Step 11	Step 4	Step 2A
Category II	Step 10 (Ph.D. Step 9)	Step 4	Step 1

Employees in Category 1 who qualify for advanced placement under Article 5.01 while at or prior to reaching Step 3 of the new scale shall progress from Step 3 to Step 2 and then Step 1 on their increment date.

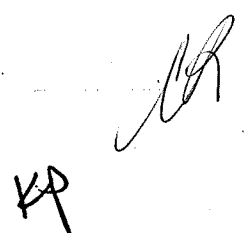
Employees in Category 1 who qualify for advanced placement under Article 5.01 while at Step 2A of the new scale shall progress from Step 2A to Step 2 and then to Step 1 on their increment date.

4.03 Recognition of Work Experience and Additional Education for Initial Placement

For initial placement on scale, the following work experience and education beyond that required for initial placement according to Clause 4.01 and 4.02, shall be recognized by granting one (1) additional step on the scale, subject to any applicable maximum initial placement provisions.

- (a) Each year of teaching or relevant work experience in a college, technical institute, vocational school, secondary school, university or any educational setting in which the Employee's work was similar in essence to his/her the Employee's Camosun assignment.
- (b) *No change*
- (c) Completion of an additional degree at the Bachelor's, Master's, or Doctoral level at a recognized university or college relevant to the College role of the Faculty Member, beyond the minimum requirements in Clause 4.01 and 4.02.
- (d) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements in Clause 4.01 and 4.02. No more than one increment shall be claimed under this clause for a single program of study and an increment shall not be awarded for the same period of study under both (c) and (d).
- (e) Completion of professional certification equivalent to at least one (1) year of advanced study, relevant to the College role of the Faculty Member.
- (f) Completion of a teaching certificate or instructor's diploma.

The Employer shall provide to the Union a copy of each Employee's initial placement calculation.



5. ARTICLE 5 INCREMENTS

No change except for what follows:

5.01 Advanced Placement Upon Change of Qualifications

See Green Sheet signed on 10-Feb-2020

5.02 Increments for Service

For each full-time equivalent year of service to the College an Employee is entitled to one (1) increment on the salary scale until ~~he/she~~ **the Employee** reaches the maximum for ~~his/her~~ **their** category. (Note: for term Employees who receive vacation pay rather than vacation, a full-time equivalent year of service is ten months; therefore, 217 FTE days is used as the basis of increment calculations for these Employees). Employees shall receive the increment pay increase on the first pay period following attainment of each full-time equivalent year of service.

6. ARTICLE 6 CHAIRS

No change except for what follows:

6.01 Stipend

- (a) *No change*
- (b) In departments in which more than one individual is required for administration, the Faculty Member(s) (such as "program leaders") designated to assist shall receive up to one-half (1/2) of the Chair's stipend. At the discretion of the Dean **or Director**, the Employee's workload may also include designated time for these additional duties.
- (c) In those instances where the College creates a separate department comprising fewer than three (3) faculty FTE, one of the Faculty Members in that department shall be selected to provide the required administrative services and shall receive a prorated stipend up to one-half (1/2) the Chair's stipend. At the discretion of the Dean **or Director**, the Employee's workload may also include designated time for these additional duties.

6.02 Change of Stipend

The amount of the stipend shall be subject to the same percentage **increase** ~~change as is the basic salary and effective dates that apply to general wages.~~ scale on April 1 of each year.

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6.04 Complement of Chairs

For each department (career program or subject cluster defined by the College) which consists of three (3) or more ~~f~~Faculty Members, a Chair shall be appointed. Every Faculty Member shall belong to a department. Each Chair will have release time for Chair duties established from time to time by the Dean or Director and Vice President in consultation with the department Chair.

6.06 Term of Office of Chairs

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

7. ARTICLE 7 WORKING CONDITIONS

No change except for what follows:

7.01 Workload

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

- (a) class size;
- (b) nature of course;
- (c) number of different courses and preparation time;
- (d) support staff;
- (e) marking;
- (f) office hours and all other forms of individual student consultation;
- (g) committee involvement;
- (h) non-teaching duty days;
- (i) variation in class size during a term;
- (j) administrative responsibilities and/or other non-instructional professional duties;
- (k) spread of daily teaching hours beyond eight (8) hours;
- (l) variation or changes in curriculum;
- (m) nature of student intake;
- (n) number of campuses or other work sites on which the Employee is required to teach;
- (o) education technology, distributed learning and on-line education duties;
- (p) prior learning assessment duties.

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

In establishing workload, the Employer and the Union shall be guided by the following principles:

PRINCIPLES

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

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

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

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

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

In the event that exceptional circumstances result in the guideline being exceeded, the Faculty Member, Chair, and Dean **or Director** must agree to the assignment. Compensation for the period of excessive workload shall be agreed to in advance. A Faculty Member who accepts an assignment with an excessive workload will either be given time off at a time acceptable to the Faculty Member, Chair and Dean **or Director** or will receive prorated remuneration. Faculty members have the right to Union representation when discussing compensation for excessive workload with the College under this clause.

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

Faculty workloads will reflect departmental, rather than school-wide or College-wide conditions.

The workloads of Faculty Members within each department must fit the department's normal workload pattern.

When the Employee, Chair, and Dean **or Director** cannot reach agreement on a Faculty Member's workload, the matter will be resolved in accordance with Clause 21 of this Collective

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Agreement. Should the grievance be resolved in favor of an individual Faculty Member who filed a complaint, ~~his/her~~ **the Employee's** workload must be reduced by the beginning of the next term and appropriate compensation arranged for the period of excessive workload.

A Joint Union-Employer Committee may refine and revise methods for collecting and interpreting information relating to the establishment of workload patterns which are in accord with the principles stated above.

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

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

Chairs

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

7.02 Weekly Contact Hours

(a) *No change*

(b) Non-Teaching Duty Days

A teaching Employee will be expected to be on campus and engaged in College work, including department meetings, on week days other than 'paid holidays', and ~~his/her~~ **their** annual vacation, unless ~~he/she~~ **the Employee** has obtained specific approval to be off campus for professional development under Clause 10 or to perform clearly specified college work.

7.04 Substitute Instructors

(a) Selection:

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

(b) Conditions of Employment for Substitutes and Reporting Responsibilities

Substitute instructors shall be paid an hourly rate in accordance with the following table and shall receive only statutory benefits, for a period of up to 4 weeks for any single assignment.

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Effective	Hourly Rate
April 1, 2014	\$43.99
April 1, 2015	\$44.43
February 1, 2016	TBD*
April 1, 2016	\$44.65*
February 1, 2017	\$45.10*
April 1, 2017	\$45.33*
February 1, 2018	\$45.78*
April 1, 2018	\$46.01*
February 1, 2019	\$46.47*
April 1, 2019	\$48.32
April 1, 2020	\$49.29
April 1, 2021	\$50.28

*Annual wage rates to be determined/adjusted depending on the ESD.


Note: Hourly rates updated consistent with the dates and percentage of the general wage increases.

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

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

~~Instructors~~ **Faculty Members** will provide as much notice as possible of their absence, and will inform the Employer, if possible, before 16:30 hours if the absence is to continue into the next working day.

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

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(c) Overload

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

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

8. ARTICLE 8 ANNUAL VACATION

No change except for what follows:

8.01 Entitlement

- (a) Probationary and continuing full-time and part-time Employees and term Employees with appointments of 12 months or longer shall have an annual vacation entitlement of forty-four (44) working days. For part-time continuing or probationary faculty, salary during vacation shall be prorated in the same manner as during the period of work. The three (3) non-teaching days between Christmas and New Year's shall be part of the annual vacation entitlement unless the College directs the Employee to work during those days.

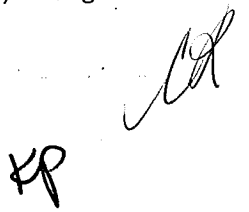
The scheduling of annual vacations, including vacation days carried over, shall be carried out by the Faculty Member, the Chair and the Dean or Director working together to consider the needs of the College and the interests of the Employee. Vacation shall normally be taken in one block, exclusive of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

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

Vacation adjustments occur on September 1st of each year. Eligible Employees who work less than the full September to August period shall have their vacation entitlement prorated.

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

- (b) Term faculty with appointments of less than twelve (12) months are entitled to vacation pay equal to sixteen and eight-tenths percent (16.8%) of the gross salary earned, and paid bi-weekly, during the time of appointment.

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Term Faculty Members with appointments of less than 12 months whose appointments span the week between Christmas and New Year's are not entitled to be paid for the three (3) non statutory days in that week, unless these three (3) days form a part of the Faculty Member's preparation time or other assigned work time, as stipulated in Clause 1.02(c), paragraphs 1 and 2. If the 3 days do not form a part of preparation time or other assigned work, the 3 days will be unpaid. These unpaid days will be included in whatever benefits or seniority the cCollege is providing for the term Employee.

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

8.02 Sickness

In the event that an Employee requires hospitalization or is seriously ill during ~~his/her~~ their 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. The Employee must inform the Dean or Director of the claim within two (2) months of returning to work.

8. ARTICLE 10 FACULTY DEVELOPMENT PROGRAM

No change except for what follows:

10.01 Scheduled Development Time for Faculty

Scheduled development time for faculty is based on the recognition of the need for continuous development of Faculty Members, of educational practice, and of the organization. Scheduled development time and activities support Faculty Members in the development of their own learning related to their current or potential role(s) at the College and in the application of their knowledge, skills and awareness to the ongoing development of the College as a learning-centred institution. Scheduled development time and activities support Faculty Members in responding to identified learning and development needs of students, departments, community groups, the College, and the individual Faculty Members themselves.

(a) Entitlement to Scheduled Development Time

- (i) Every continuing and probationary Faculty Member, with the exception of Continuing Education Coordinators, International Education Project Officers, and Senior Analysts, shall be granted annually two (2) months' time, or the equivalent, free of regular duties, for approved scheduled development activities (except when reductions apply as per 10.01(c)). ~~For Faculty Members who work on the quarter system, the standard development time pattern shall be one (1) quarter every second year.~~ Part time Faculty Members are entitled to two (2) months or one (1) quarter time at their normal rate of pay.

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- (ii) Except for activities which are approved by the Dean or Director for deferral as in eClause 10.01 (h), scheduled development activities are conducted within a twelve (12) month period commencing April 1st for Faculty Members on the quarter system and May 1st for all other Faculty Members. This twelve (12) month period is referred to in this agreement as "the development year."

No changes to (iii) to (vi)

(b) Combining Scheduled Development Activities and Professional Development


- (i) With the approval of the Dean or Director, Faculty Members shall be entitled to take their scheduled development time as part of an extended development project which includes a period of paid or unpaid professional development leave. The criteria for approval of such proposals shall be consistent with the criteria normally used in relation to applications for scheduled development time. Such proposals shall not be unreasonably denied. The provisions for the reduction of scheduled development time in eClause 10.01(c) do not apply to approved scheduled development activities taken in combination with paid or unpaid professional development leaves.

No further changes to 10.01 (b)

(c) Reductions in Scheduled Development Time

Scheduled development time for Faculty Members, including Faculty Members in their year of retirement, is based on their employment in the previous development year, as defined in Article 10.01 (a). The following provisions apply, except as noted in 10.01 (b) above:

FACULTY ON SEMESTER SYSTEM		FACULTY ON THE QUARTER SYSTEM	
Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development time in Faculty members' next scheduled development period	Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development time in Faculty members' next scheduled development period
Two (2) months or less	No reduction	Four (4) months or less	No reduction
		More than four (4) months and up to eight (8) months	One fourth (1/4) of a quarter reduction
More than two (2) and up to six (6) months	One (1) month reduction	More than eight (8) months and up to twelve (12) months	One half (1/2) of a quarter reduction
More than six (6) months	No entitlement to Scheduled Development	More than twelve (12) months	No entitlement to Scheduled Development

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Faculty members who incur a reduction in scheduled development time will carry out their regular duties or other assigned duties per eClause 7.01 during the remainder of their normal development period. Faculty members who incur a reduction in scheduled development time may be required to take their remaining scheduled development at less than 100% or, for part-time continuing Faculty Members, at less than the level of their continuing contract. The remaining scheduled development time will be taken in their normal development period unless the Faculty Member and Dean or Director, agree to another time period.

When a Faculty Member takes a partial leave of absence for a full year, the scheduled development time will be at the percentage of salary that applies during the rest of the leave of absence.

Faculty members returning from STD and LTD leaves will have no reduction in their entitlement to scheduled development time. When possible and appropriate, the scheduled development activities for such Faculty Members may be incorporated with their overall return to work plan.

(d) Planning of Scheduled Development Activity

Faculty members applying for scheduled development time submit proposals using application forms and guidelines established by the Joint Committee on Scheduled Development. Prior to each development year, forms shall be submitted to the appropriate Chair by February first (1st), and to the Dean or Director by February fifteenth (15th). A formal response by the Dean or Director to all applications will be made by March fifteenth (15th). Proposals which do not receive a response by March fifteenth (15th) will be deemed to have been approved. If a Faculty Member does not submit a formal application by the deadline, ~~he/she~~ **the Faculty Member** is deemed to have forfeited ~~his/her~~ **their** scheduled development time for the coming development year.

The rejection of a proposal by a Dean or Director does not result in the forfeit of the scheduled development time, but results in discussions amongst the Faculty Member, Chair, and Dean or Director about an alternative development activity. Should the Faculty Member and the Dean or Director be unable to agree on a mutually acceptable development activity the matter shall be referred to the Dispute Resolution process (eClause 21.01 and 21.02).

(e) Categories of Scheduled Development Activities

While scheduled development activities vary broadly, projects should be classified among the following three general categories:

1. **Professional Development** focuses on the Faculty Member's development of knowledge, skills, and awareness related to ~~his/her~~ **the Faculty Member's** educational practice, area(s) of professional expertise, and current or potential college role(s).

No further changes until the following:

(h) Deferral of Scheduled Development Time

When the Dean or Director and the Faculty Member agree that the Faculty Member's College assignment prevents the Faculty Member from utilizing all or part of ~~his/her~~ **the Faculty Member's** scheduled development time, the Faculty Member shall defer all or part of the scheduled development time for future use. In other instances, deferrals of scheduled development time are limited to two (2) months ~~or one (1) quarter~~, except in the case of specific projects which require a longer period and meet the approval of the Dean **or Director**. Such projects may include, but are not restricted to, university programs and work or other experience relevant to the Faculty Member's current or potential role at the College.

Proposals for the use and/or deferral of development time shall not be unreasonably denied, but shall be planned to cause the least possible disruption to students, and, where possible and applicable, to occur in periods of reduced student activity. In cases where programs have limited or no periods of reduced student activity, the College's operating plan will contain a commitment, within the limits of available resources, to provide replacement faculty for Faculty Members taking scheduled development time.

(i) Accountability for Scheduled Development Activities

Approved scheduled development activities constitute legitimate work assignments that are subject to the same standards and expectations of any normal professional activity undertaken by Faculty Members. Albeit the nature of these activities reflects development needs and goals of individual Faculty Members, scheduled development activity constitutes College work that is supported by College resources for the ultimate benefit of the students served. Accountability for scheduled development is shared by Deans/Directors and individual Faculty Members who are responsible for ensuring that scheduled development activities are conducted in accordance with approved plans and standards, and that reports and copies of resulting products are reviewed and shared within the College community, in accordance with JCSD guidelines.

Days of illness during development projects must be reported as sick days in the normal fashion. There is no carry forward of development time lost as a result of illness. When illness interferes with the completion of a scheduled development project, the Faculty Member, with the agreement of the Dean or Director, is freed in whole or in part from responsibility for completion of ~~his/her~~ **the Faculty Member's** project. In cases of disagreement on the impact of the illness on the Faculty Member's ability to carry out scheduled development activity, the matter will be resolved through the Dispute Resolution process (Clause 21.01 and 21.02).

Although some minor variations are to be expected, each Faculty Member is obligated to carry out the general plan described in ~~his/her~~ **the Faculty Member's** approved proposal. The developmental and exploratory nature of some projects may result in not all of the stated goals being achieved. However, major changes must be reviewed and approved by the Dean or Director in advance of the change. Approval of the next scheduled development project is subject to submission of a report, in accordance with JCSD guidelines, on the previous activities.

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10.02 Professional Development Fund

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

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

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

9. ARTICLE 13 LEAVE

No change except for what follows:

13.02 Bereavement Leave

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

13.03 Birth or Adoption Leave

At the time of the birth or adoption of an employee's child, the non-birth parent shall be entitled to two (2) days of leave with pay.

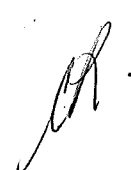
An Employee on parental or adoption leave may not also apply for non-birth parent leave under ~~Clause 14.02 this Clause.~~

Re-number rest of Article.

10. ARTICLE 14 MATERNITY AND PARENTAL LEAVE

No change except for what follows:

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

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14.01 [new] Maternity Leave

- (a) Upon at least four (4) weeks written notice before the day the employee proposes to begin maternity leave, a pregnant employee is entitled to a leave of absence without pay up to a maximum of seventeen (17) consecutive weeks. The leave must be taken no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and end no later than seventeen (17) weeks after the leave begins.
- (b) If required by the employer, the request for leave must be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date.
- (c) If an employee on leave under Clause 4.01 (a) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.
- (d) The employee returning to work after maternity leave shall provide the College with at least four (4) weeks' notice and on return from maternity leave the employee shall be placed in their former position or in a position of equal rank and salary.

14.012 Parental Leave – Refer to Article 8 of the FPSE 2019 – 2022 Common Agreement

At the time of the birth of a child to an Employee or spouse, parental leave without pay shall be granted upon application to the Executive Director of Human Resources. Such applications will normally be made at least three (3) months before the leave is to begin.

Parental leave shall commence no later than fifty two (52) weeks following the birth of the child, during which time the Employer shall maintain its contribution to existing benefits as required by the Employee.

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


An Employee on parental leave may not also apply for non-birth parent leave under Clause 14.02.

14.02 Non-Birth Parent Leave

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

14.03 Adoption Leave

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

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~~The Employer shall maintain its contribution to existing benefits as requested by the Employee for the adoption leave period.~~

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

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

11. ARTICLE 15 SICK LEAVE

No change except for what follows:

In addition to the provisions below, please refer to Article 9.3. Disability Benefits in the ~~2014-2019~~ **2019-2022** Common Agreement.

15.01 Sick Leave

- (a) All Employees are entitled to sick leave at **one hundred percent (100%)** of their salary for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply for eligible Employees as defined in ~~Clause 17.05~~.
- (b) All Employees shall retain any sick leave credits previously accrued, including any entitlement to payout of such sick leave entitlement pursuant to 15.02.

Note: All Employees accrued sick leave days prior to April 1, 2002. Term Employees whose contracts were less than 50% or shorter than four months accrued sick leave days up to June 30, 2006.

15.02 Accumulated Sick Leave

Pre-1988 Accumulation

- (a) All Faculty Members on continuing appointment who were under age fifty-five (55) on March 31, 1988, will have their sick leave accumulation payout credits frozen at the March 31, 1988 level.
- (b) The accumulated sick leave referred to in 15.02(a) shall be payable upon retirement, as defined in the Pension (College) Act. On retirement, the Employee may either:
 - (i) convert ~~his/her~~ **their** accumulated sick leave to cash on the basis of fifty percent (50%) of one two hundred fiftieth (1/250) of ~~his/her the~~ **the Employee's** annual salary per day, to a maximum of two hundred fifty (250) days of accumulated sick leave; or
 - (ii) use the sick leave to retire early on the basis of fifty percent (50%) of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
 - (iii) a combination of (i) and (ii).

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Where an Employee retires on less than full pension, the number of days which may be converted under (i), (ii) and (iii) above shall be actuarially reduced in the same proportion as is ~~his/her~~ the **Employee's** Pension (College) Act benefits.

No changes (c) through (e)

15.03 Family Illness

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

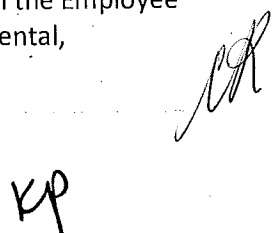
15.04 Sick Leave Bank

The parties agree to apply the Sick Leave Bank ("Bank") to the following limited assistance for Employees who have been denied Short Term Disability (STD) benefits and have appealed the denial.

- (a) The value of the Bank as of the date of the ratification of the Memorandum of **Settlement for the 2019 – 2022 Collective Agreement** is ~~\$101,672.07~~ **TBC**. This value will be drawn down as described in Article 15.04 (~~i~~).
- (b) The Bank will be drawn down by the cost of Employee health and welfare premiums paid by the Employer as per this clause.
- (c) When draws against the Bank are equal to or exceed the initial value of the Bank the Bank will cease to pay for benefits unless some other source of funding is agreed to by the parties.
- (d) The Bank is available to Employees eligible for Short Term Disability (STD) provided the following:
 - (i) The Employee has completed an application to the insurer for STD benefits;
 - (ii) The Employee has been denied STD benefits by the insurer; and
 - (iii) The Employee has had a qualified medical practitioner confirm that the Employee is unable to attend to ~~his/her~~ the **Employee's** duties at the College as a result of illness or injury; and
 - (iv) The Employee has formally appealed the insurer's decision in writing.
- (e) The Employee who is eligible for coverage as per 15.04(d) above is considered to be on an unpaid sick leave.

Coverage

(f) Premiums for health and welfare benefits for Employees who are eligible under Article 15.04 (d) above will be paid by the Employer for up to six (6) months. This coverage shall start when the Employee commences the unpaid sick leave. The health and welfare benefits coverage is for ~~MSP~~, Dental, Extended Heal, PSP, Group Life, AD&D, STD and LTD.

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No changes (g) to (j).

13. ARTICLE 16 WORKSAFEBC AND ~~INDUSTRIAL~~ OCCUPATIONAL HEALTH AND SAFETY

No change except for what follows:

16.01 WorkSafeBC

The Employer shall maintain WorkSafeBC coverage for all Employees.

Where an Employee is on a Claim recognized by 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) working days for any one (1) claim. Where an Employee ~~elects to claim~~ is on a leave with pay under this clause, the compensation payments received by the Employee from WorkSafeBC, shall be remitted to the Employer. There shall be no deduction from an Employee's sick leave as a result of this clause.

16.02 Occupational Health and Safety

No change (a) through (e)

- (f) An Employee may refuse to perform work ~~he or she~~ **that the Employee** reasonably considers to be unsafe. The Employee must report the unsafe condition to ~~his or her~~ **their** Dean or Director. No Employee shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties ~~he or she~~ **the Employee** reasonably considered to be unsafe.

No change (g) and (h)

Investigation of Accidents

- (i) 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~~ Union and President of the College on the nature and cause of the accident. In the event of a fatality, the Employer shall immediately notify the Union of the nature and circumstances of the accident.


No changes (j) through (o)

14. ARTICLE 17 BENEFITS

No change except for what follows:

~~17.02 Medical Services Plan~~

- ~~(a) Premiums for Employees on full-time appointments will be paid by the Employer. Premiums for Employees on less than full-time appointments will be shared on a prorated basis. All administrative costs of the Medical Services Plan shall be borne by the Employer. Subject to Clause 17.02 (b),~~

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participation in this plan shall be a condition of employment for all Employees unless coverage under the plan is paid for by some other party.

- (b) ~~When successive term appointments result in a term of uninterrupted employment of more than one (1) month, the Employee shall be eligible for Medical Services Plan coverage from the date of the beginning of the contract that results in the total period of employment exceeding one (1) month.~~

Note: The parties acknowledge that the Letter of Understanding (new) in the Common Agreement regarding the Medical Services Plan of BC applies.

17.043 Dental Plan

The Employer shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan for all full-time continuing and probationary employees. Service and coverage shall not be less than that provided as of January 1, 1982. ~~Effective January 1, 2018~~ Each term Employee who has single or successive appointments for two semesters or three quarters or continuing part-time Employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan. Premiums for Employees on less than a full-time appointment shall be shared on a prorated basis.

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

17.065 Disability Insurance

No changes until:

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

- (h) No change


- (i) No change

17.08-7 Tuition Fee

See Green Sheet signed on February 10th

15. ARTICLE 18 RETIREMENT

No change except for what follows:

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18.02 Early Retirement Incentive

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

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

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

18.03 Post-Retirement Employment


- (a) Following retirement from the College, a previous Employee may be appointed to a post-retirement position in ~~his/her~~ **their** 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.

No changes (b) through (c)

- (d) Retired faculty covered by this Article shall engage in instructional and organizational development activities approved by the College during their period of Scheduled Development. If the appropriate Dean or Director agrees, the retired Faculty Member may engage in professional development during their Scheduled Development.
- (e) *No change*
- (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.
- (g) ~~Employees who moved to "Phased Retirement" prior to July 31, 2003 shall not be adversely affected by changes to the program.~~

16. ARTICLE 21 GRIEVANCE PROCEDURE

No change except for what follows:

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21.01 Resolution of Disputes or Complaints

Under the terms of this clause, individual Faculty Members, the Employer and/or the Union as a whole may raise complaints or attempt to resolve disputes concerning the administration, application, interpretation or alleged violation of this Agreement or other matters relating to employment at the College.

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

(a) Informal Dispute Resolution

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

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

(b) Grievance Procedure

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

Step One

Grievances shall be initiated by the Union in writing within twenty (20) working days following the completion of any attempt at informal resolution under ~~e~~Clause 21.01(a).

If the informal dispute resolution process under ~~e~~Clause 21.01(a) is not utilized by the grievor, then a grievance must be initiated by the Union within sixty (60) working days after the date on which the grievor first became aware of the action or circumstance giving rise to the grievance. The Union will present the written grievance to the appropriate Employer representative at a meeting scheduled to discuss the matter and the parties will attempt to reach a resolution.

The Employer shall have ten (10) working days after the Step One grievance meeting to respond in writing.

Step Two

No change

Step Three - Written submission to the President's office

Failing a resolution at ~~s~~Step ~~t~~Two, the President's office shall receive written submissions from both parties. The Union shall submit the written grievance to the President's office within twenty (20) working days of receiving the Employer's Step Two written response. The Employer representative shall make ~~her/his~~ their submission within twenty (20) working days from the date on which the President's office received the Union's submissions. The President or designate retains the option of calling the parties together to seek or recommend a resolution. Should no resolution acceptable to the parties be achieved, the President or designate will provide a written decision within 10 (ten) working days of receiving the Employer representative's submissions. If the Union determines within 10 (ten) working days of receiving the President or designate's written response that the decision is not acceptable, the Union has the option of submitting the grievance to arbitration.

Step Four – Arbitration

When a party has requested that a grievance be submitted to arbitration, the parties shall attempt to reach mutual agreement on the appointment of a single arbitrator (the "Arbitrator"). If agreement cannot be reached, an Arbitrator will be chosen by lot from the list in Appendix D of the Common Agreement.

The Arbitrator shall give full opportunity to all parties to present evidence and make representations. ~~S/he~~ The Arbitrator shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the proceeding.

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 ~~s/he~~ the Arbitrator deems just and equitable.

~~However, t~~The Arbitrator shall not have the power to change this Agreement or alter or amend any of its provisions.

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

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

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

21.02 Variation of Procedure

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

17. ARTICLE 25 USE OF TERMS

Whenever a singular or gender-specific term is used in the Agreement, it shall be considered to refer to the plural and to all genders where the context requires.

The term "Coordinator" refers to faculty positions within the following areas: Continuing Education & Cooperative Education, Contract Training, Applied Learning, Co-operative Education & Career Services, and Camosun International.

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

18. ARTICLE 26 TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect from the 1st day of April 2014-2019 through to the 31st day of March, 2019 2022 and shall continue in force until the renewal of the Collective Agreement.

Note: Consequential amendment to the Preamble (currently at page 5 of the Collective Agreement) to reflect the above-noted dates.

THIS AGREEMENT made and entered for the term April 1, 2014 2019 to March 31, 2019 2022,

19. ARTICLE 28 EMPLOYEE APPRAISAL

Employee Appraisals are designed to provide Employees with opportunity for continued professional growth and development. The process should assist with planning professional development and providing information to facilitate decision-making about work assignments and continuing appointments.

28.01 Methods and Criteria of Appraisal

- (a) The methods of Appraisal and the criteria to be used shall be developed by the Dean, **Director** or Vice-President as appropriate in consultation with the Chairs in the School.
- (b) The methods of Appraisal and the criteria used shall be fair and reasonable.
- (c) The Dean, **Director** or Vice-President as appropriate will ensure that all Employees are aware of the methods of evaluation and criteria to be used.
- (d) There shall be no changes in the methods of Employee Appraisals without the agreement of the Union.
- (e) The number and frequency of Appraisals are the maximums allowed, except as noted in clause 28.02(b)(ii) and 28.04(b)(v).

KP 

28.02 Appraisal of Continuing Employees

- (a) *No change*
- (b) Scheduling of Continuing Employee Appraisals
 - (i) An Appraisal of each continuing Employee shall be completed at least once every three (3) years. After two (2) evaluations confirming the Faculty Member's competence, a simple statement by the Dean or Director added to the Faculty Member's file, attesting to continuing satisfactory performance shall normally meet the requirements of this clause.
 - (ii) Situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.
 - (iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean or Director, will develop a plan, with appropriate timelines, for attaining the required skills and/or knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.
- (c) Completion of Continuing Employee Appraisals
 - (i) The components of the Appraisal of continuing Employees shall be submitted to the Dean or Director.
 - (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement.
 - (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that ~~he/she~~ the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.
 - (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.03 Appraisal of Probationary Employees

- (a) *No change*

(b) Scheduling of Probationary Employee Appraisals

- (i) All Employees on probationary appointments shall be evaluated within the first semester ~~or~~ quarter of their appointment and when eight (8) to ten (10) months remain in the probationary period.
- (ii) Should the Appraisal that occurs with eight (8) to ten (10) months remaining in the probationary period indicate that the Employee has not yet demonstrated the skills and knowledge required for a continuing appointment, a third Appraisal will be carried out within two (2) months of the end of the probationary period.
- (iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean **or Director**, will develop a plan, with appropriate timelines, for attaining the required skills and/or knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.
- (iv) On the basis of the Employee's most recent Appraisal, the Dean **or Director** will recommend to the appropriate Vice-President whether to convert the probationary contract to continuing or to sever the Employee's connection to the College at the end of ~~his/her~~ **the Employee's** probationary appointment, or in accordance with Clause 2.03.
- (v) The Employer shall not deny conversion to a continuing appointment as a result of not completing the Appraisals as specified in this clause.

(c) Completion of Probationary Employee Appraisals

- (i) The components of the Appraisal of probationary Employees shall be submitted to the Dean or Director.
- (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement. The statement shall indicate whether the Employee is currently performing at a level suitable for further employment.
- (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that ~~he/she~~ **the Employee** agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.
- (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.04 Appraisal of Term Employees


(a) *No change*

(b) Scheduling of Term Employee Appraisals

- (i) All Term Employees shall be appraised within the first semester ~~or quarter~~ of employment at the College. A second Appraisal shall be completed within the second or third semester ~~for Employees on the semester system and within the second to fourth quarter for Employees on the quarter system~~. A third Appraisal may be conducted prior to completion of four (4) semesters ~~or six (6) quarters~~ of employment.
- (ii) After any Appraisal, should improvements be deemed necessary, the Employee and the Dean or Director, may develop a plan, with appropriate timelines, for attaining the additional skills and/or knowledge required. The Employee may apply to the Professional Development Fund for assistance in this regard. This provision shall not be interpreted as obligating the Employer to offer additional contracts to the term Employee.
- (iii) The Employer may not deny a term Employee's first refusal rights or prevent a term Employee from converting to continuing or probationary status as a result of not completing the Appraisals stipulated in this clause.
- (iv) After the term Employee has completed two years of service additional Appraisals may be conducted every three years if the Employee remains a term Employee. Additional evaluations may be conducted under the terms of clause 28.04(b)(v).
- (v) For term Employees who have completed two years of service and remain term Employees, situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.

(c) Completion of Term Employee Appraisals

- (i) Term Employees shall review the components of the Appraisal with their Chair. The Chair shall prepare a summary report, which is submitted to the Dean or Director together with the components of the Appraisal after the Employee has had the opportunity to review the summary report and add comments, including whether ~~he/she~~ **the Employee** agrees or disagrees with the summary report.
- (ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement. The statement shall indicate whether the Employee is currently performing at a level suitable for further employment.

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- (iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that ~~he/she~~ **the Employee** agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.
- (iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.05 Distribution of Appraisal Documents

The completed Appraisal shall be placed in the Employee's Human Resources personnel file. Except with the Employee's permission for further distribution, the Appraisal shall be available only to the Employee; ~~his/her~~ **the Employee's** Chair, ~~his/her~~ **the Employee's** Dean or Director, appropriate Human Resources personnel, the appropriate Vice President, and the President. In the case of a dispute or legal action, the Appraisal shall be available to the designated Union and management representatives and to a mediator, arbitration board, and the legal counsels of the Union and the Employer.

20. ARTICLE 30 VACANCIES

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

~~All external advertising of~~ **Where** vacant positions at the College ~~will be~~ **are posted, they will appear** on designated College bulletin boards in each College centre and on the College's website. ~~and will be forwarded to any Employee laid off within the previous two (2) years.~~

21. ARTICLE 32 PERSONNEL FILES

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

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

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

22. ARTICLE 34 NO DISCRIMINATION OR HARASSMENT

No change except for what follows:

- (b) ~~The Employer shall not discriminate with respect to any Employee, in hiring or in any matter related to College employment, on the basis of age, race, creed, colour, ancestry, place of origin, nationality, political or religious beliefs or affiliations, gender, sexual orientation, family status, marital status, disability, or summary or criminal conviction unrelated to employment responsibilities.~~

23. APPENDIX A - PROFESSIONAL DEVELOPMENT COMMITTEE

No change except for what follows:

3. DUTIES OF THE COMMITTEE

- (a) To direct the ~~Bursar~~ **Finance department** in the allocation of professional development funds;
- (b) To encourage and promote in-house professional development activities.

24. APPENDIX B – CHAIR'S STIPEND AND STEP 2A SALARY

Update rates on redrafting the Collective Agreement and delete reference to ESD.

25. APPENDIX C – SUMMARY OF BENEFIT COVERAGE FOR TERM EMPLOYEES – Renew with amendments

Benefit	Term Eligibility Percentage	Term Eligibility Length of Contract(s)	Premium paid by	Prorating of premiums for part time
Medical Services Plan	None	More than one month	Employer	Yes
Extended Health Benefit Plan	50% (optional for less than 50%)	More than one month	Employer	Yes
Psychological Services Plan	50% (optional for less than 50%)	More than one month	60% Employee 40% Employer	No
Dental Plan	100%* 50%	Ten months or more* Single or successive appointments of two semesters	Employer	Yes
Disability Insurance	50%	Four months or more	Employer	No
Group Life	100%	Four months or more	Employer	
Accidental Death and Dismemberment	100%	Four months or more	Employer	No

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

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26. LETTER OF AGREEMENT #2

RE: JOINT COMMITTEE ON SCHEDULED DEVELOPMENT – Renew with amendments

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

- Undertake the refinement and development of consistent procedures and guidelines for planning, proposing, reporting on, and reviewing scheduled development activities and ~~for on~~ disseminating information on scheduled development outcomes.
- Distribute information on scheduled development activities.
- By December first (1st) of each year, publish suggestions for Scheduled Development projects.

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

27. LETTER OF AGREEMENT #4 – Renew with amendments

RE: CO-OP SUPERVISION

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

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

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

2. Section release shall be taken in the semester ~~or quarter~~ following accumulation of sufficient credits for one section release or in another semester ~~or quarter~~ mutually agreed to by the College and the Faculty Member. The credits required for a section release depend on the number of courses in a normal workload pattern in a department. For example, if a normal workload pattern is four courses, then the accumulation of credits to 25% will trigger a section release, and if the normal workload pattern is three courses, then the accumulation of credits to 33% will trigger a section release.

3. Unused release time credits in place when the Employee ceases ~~his/her~~ **their** employment relationship with the College shall be converted to vacation and subject to the provisions of Clause 8.03.

4. A full-time Faculty Member shall not supervise more than ten (10) students in addition to their regular workload.

5. A full-time Faculty Member supervising five (5) or fewer students from the Fall term through the Summer term in the semester system ~~or from Quarter 1 through Quarter 4 in the quarter system~~ in addition to ~~his or her~~ **their** workload may elect to receive pay rather than to accrue release time credits.

6. Unused release time credits shall be converted to salary if the Employee has not done any Co-op supervision for a period of twelve (12) months.

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

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

28. LETTER OF AGREEMENT #6

RE: INITIAL PLACEMENT PROCEDURE

Renew

29. LETTER OF AGREEMENT #7

RE: ALTERNATIVE TRANSPORTATION DIVIDEND PROGRAM

Renew

30. Note: *The parties agree to update all Article numbers, clause number references and LOA numbers as needed to reflect changes in bargaining.*

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SCHEDULE B

The following are tentative agreements ("greens") between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following "Greens" form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	1.02 Term Appointments - Housekeeping	10 February, 2020
2	1.04 Continuing Appointments - Housekeeping	10 February, 2020
3	1.08 Teaching Rights of College Administrators - Housekeeping	10 February, 2020
4	1.09 Faculty Status for College Administrators and Other Exempt Employees - Housekeeping	10 February, 2020
5	2.02 Probationary Appointments - Housekeeping	10 February, 2020
6	5.01 Advanced Placement Upon Change of Qualifications – Housekeeping	10 February, 2020
7	11.03 Leave - Housekeeping	10 February, 2020
8	17.08 Tuition Fees - Housekeeping	10 February, 2020
9	20 Indemnity - Housekeeping	10 February, 2020
10	23.04 Release Time - Housekeeping	10 February, 2020
11	23.06 Struck Work - Housekeeping	10 February, 2020
12	24 Safeguard Against Salary Reduction	10 February, 2020
13	31 Community Involvement and Entrepreneurial Activity	10 February, 2020
14	Letter of Agreement 1 Re: Advanced Placement Review Committee	10 February, 2020
15	Letter of Agreement 3 Re: Faculty on Secondment to Administrative Positions	10 February, 2020
15	Letter of Agreement 5 Re: Common Faculty Professional Development Fund	10 February, 2020
16	Appendix D – Deferred Salary Leave Plan	10 February, 2020

CR
KP

SCHEDULE C

Insert 2019 FPSE Common Agreement Memorandum of Settlement

KP *CH*

1. APPOINTMENTS TO FACULTY

1.02 Term Appointments

- (a) A term appointment is one with a pre-established end date. Such positions shall not be less than fifty percent (50%) of full-time employment unless there is insufficient work available to create a position of fifty percent (50%) of full-time employment or higher.

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

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

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

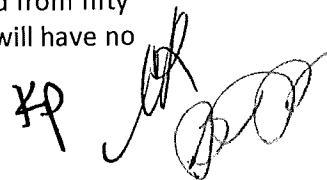
Appointments for periods other than a standard full semester or quarter shall reflect the actual instruction period together with one (1) week's preparation time and one (1) week for the exam period or wrap-up period.

Any individual whose percentage of full-time employment is consistently 50% or higher for two successive terms (i.e. semesters or quarters) shall have a single appointment which extends through both semesters or quarters. If an individual's percentage of fulltime employment at the beginning of the second term differs from the percentage at the end of the first, the period between the terms will be paid according to the percentage of employment in place at the beginning of the second term. For the purpose of this clause, May-June and July-August shall each be considered semesters.

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

- (d) (no change)
- (e) Internships - The Employer may create a limited number of faculty internship positions, each of which requires the approval of the Union.

Each internship position shall be for a one (1) or a two (2) year period, with a workload from fifty percent (50%) to one hundred percent (100%). The Employee hired for each position will have no



more than one (1) year of college-related experience in his/her the Employee's field of expertise. The approved staffing profile will not be increased by the addition of interns.

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

(f) (no change)

(g) **Right of First Refusal**

- (i) Term Faculty Members employed for two (2) semesters ~~or three (3) quarters~~ for the equivalent of two (2) consecutive academic years shall have the right of first refusal for the same or an equivalent term assignment in the next employment period, subject to successful evaluations.
- (ii) In the case of assignments which occur annually for one (1) semester ~~or quarter only~~, a term Faculty Member shall have the right of first refusal for that assignment when he/she the Faculty Member has been employed on that assignment three (3) consecutive times and has been successfully evaluated.
- (iii) A Faculty Member, following successful evaluation and completion of the required number of semesters ~~or quarters~~ as defined above, shall obtain this right of first refusal by filing an application with his/her school office.
- (iv) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the Employee.
- (v) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break of more than one (1) year between appointments.
- (vi) Without relinquishing the rights stipulated in this clause, a Faculty Member may refuse employment for one (1) ~~quarter or semester~~ after each two (2) semesters ~~or three (3) quarters~~ of employment in order to provide the Employee with the equivalent of a regular vacation period.

Any additional refusal of employment shall result in the relinquishing of the rights stipulated in this clause.

- (vii) Should two or more term Employees qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the Dean in consultation with the Chair and other Faculty Members within the department.

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

KP ✓ [Signature]

1.04 Continuing Appointments

(f) Job Sharing

The Union and the Employer agree in principle to allow opportunities for job sharing. Arrangements and terms of employment shall be determined jointly by the Union and the Employer.

1.08 Teaching Rights of College Administrators and Exempt Staff

- (a) "College Administrators" for the purpose of Clauses 1.08 and 1.09 means Associate Deans, Deans, Associate Directors, Directors, Vice Presidents, and the President.
- (i) College Administrators may teach at any time if the need exists, but shall not displace a continuing or probationary Faculty Member from employment and shall not teach more than one (1) section in any term or semester without the consent of the Union.
 - (ii) No additional payment for instruction will be made to College Administrators.
 - (iii) College Administrators are not required to become members of the Union or to pay Union dues.
 - (iv) The appropriateness of the qualifications of College Administrators to teach will be determined by the responsible Dean or Director in consultation with the responsible Chair.

1.09 Faculty Status for College Administrators and Other Exempt Employees

- (a) The rights stipulated in this clause apply to College Administrators who opt to pay the Union an annual fee in lieu of dues. The amount of the fee will be determined by the Union and will not exceed the percentage of gross salary charged to Faculty Members.

The administrators stipulated above have the following rights:

- (i) The right, at their own or the Employer's request, to transfer to a continuing faculty position for which they are qualified if a vacancy exists, with the agreement of the appropriate Dean or Director in consultation with the appropriate Vice-President and the department. These transfers shall take priority over applications from persons outside the College and will not interfere with rights for a continuing appointment as specified in Clauses 1.04(e)(i)–(iii).
 - (ii) The right to have all service to the College in a professional capacity counted in placement on the salary scale.
- (b) In addition to the right specified in 1.09(a), Faculty Members who leave the bargaining unit to occupy an exempt position at the College, and who opt to pay the Union an annual fee in lieu of dues have the following rights:
- (i) The right to exercise bumping privileges as described in Clause 3.02 should the member be laid off from ~~his or her~~ their exempt position.
 - (ii) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.

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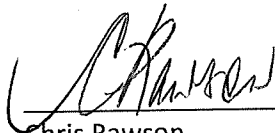
- (iii) The right to transfer to a continuing faculty position under 1.09(a)(i) ahead of Faculty Members who gain rights to a continuing appointment as specified in Clauses 1.04(e)(i)–(iii) subsequent to the exempt Employee's written request for transfer.

If the College Administrator or exempt Employee declines a continuing appointment when it becomes available but still wishes to transfer to a faculty position, then his/her the Employee's right to a continuing appointment will be ahead of only those Faculty Members who gain rights to a continuing appointment under Celause 1.04(e)(i) - (iii) subsequent to the date that the College Administrator or exempt Employee declined the appointment.

- (c) In order to obtain these rights, College Administrators and other exempt Employees must begin to pay the annual fee to the Union no later than three (3) months after assuming the exempt position. All rights will be extinguished if the exempt Employee later opts to discontinue paying the fee.

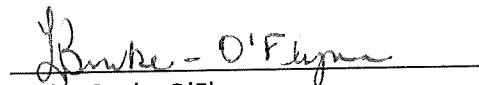
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer

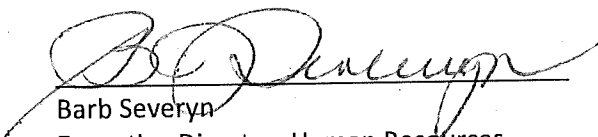


Chris Rawson
Chief Spokesperson, PSEA

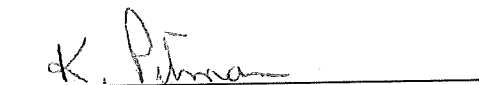
On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources



Kelly Pitman
Chair, Contract Negotiating Committee

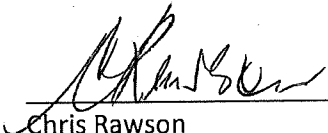
2. TERMINATION OF APPOINTMENT

2.02 Probationary Appointments

An Employee while on a probationary appointment may be terminated as a consequence of evaluation, as set out in Article 28, or under the provisions of ~~e~~Clause 2.03⁴. In lieu of notice, severance pay equivalent to two (2) weeks' salary will be provided.

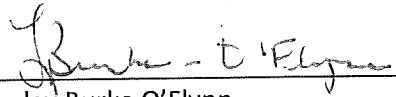
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources



Kelly Pitman
Chair, Contract Negotiating Committee

5. INCREMENTS

5.01 Advanced Placement Upon Change of Qualifications

This clause applies only to Faculty Members already employed on term, probationary or continuing appointments.

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

- (a) The completion of an additional degree at the Bachelor's, Master's, or Doctoral level, at a recognized university or college.
- (b) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements for the Faculty Member's salary category.
- (c) Completion of professional certification equivalent to one (1) year of advanced study relevant to the College role of the Faculty Member.
- (d) Completion of a teaching certificate or instructor's diploma.
- (e) Completion of a period of research, work experience, or private study, or a combination, equivalent to one (1) academic year of advanced study, or the equivalent in part-time study, relevant to the College role of the Faculty Member. All activities related to this clause must be PLANNED IN ADVANCE by the Faculty Member and APPROVED IN ADVANCE by the Advanced Placement Review Committee. The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the Employer and the Union, shall process and review all applications related to this clause and shall forward its placement recommendations to the appropriate Vice-President.
- (f) Completion of a second Journeyman Certificate, following a formal approved program of study with a duration equivalent to at least one (1) academic year, in a trade relevant to the College role of the Faculty Member.

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

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

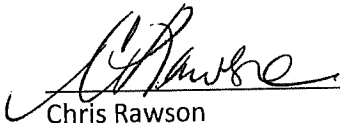
To qualify for increments under this clause, an Employee must submit to the Human Resources Department documentation satisfactory to the Employer in support of ~~his/her~~ the Employee's claim. The increase will be retroactive to the date of successful completion, upon receipt of appropriate documentation, provided that the retroactivity does not exceed three (3) months and is within the same

VP 

fiscal year. The Employer shall inform the Employee in writing of his/her the Employee's new classification for salary purposes, stating the new step and maximum placement.

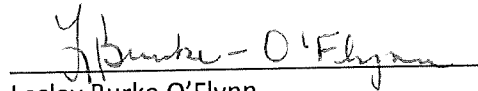
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer

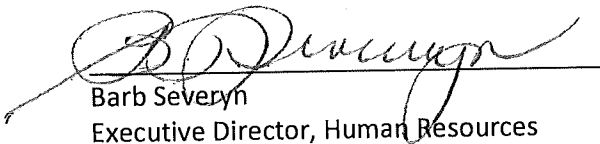


Chris Rawson
Chief Spokesperson, PSEA

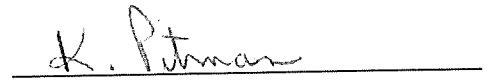
On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources


Kelly Pitman
Chair, Contract Negotiating Committee

11. PUBLIC OR UNION OFFICE

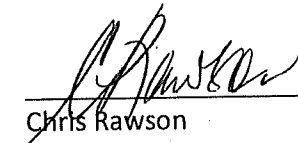
11.03 Leave

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

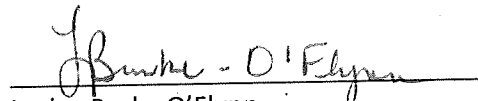
- (a) For an Employee elected, or appointed, to a full-time position in the Union, or any body with which the Union is affiliated, a period of one (1) year.
- (b) For an Employee elected to public office, a maximum of five (5) years.

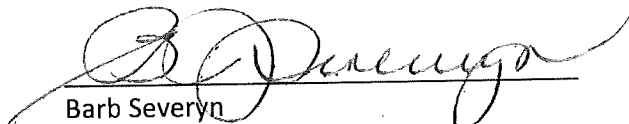
DATED on this 10th day of February, 2020 in the City of Victoria, BC.


On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Barb Severyn
Executive Director, Human Resources


Kelly Pitman
Chair, Contract Negotiating Committee

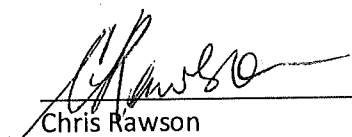
17. BENEFITS

17.08 Tuition Fees

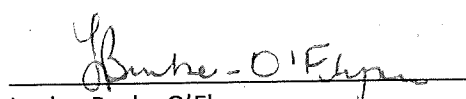
Tuition fees will be waived for Faculty Members who register in those credit courses which are accepted by their Dean or Director as having direct relevance to their College functions. The Registrar shall confirm that seats reserved for specific student groups are retained and that the Faculty Member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

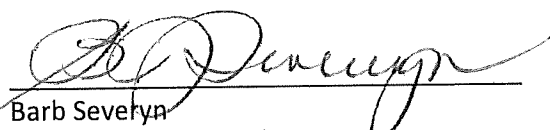
DATED on this 10th day of February, 2020 in the City of Victoria, BC.


On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Barb Severyn
Executive Director, Human Resources


Kelly Pitman
Chair, Contract Negotiating Committee

20. INDEMNITY

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

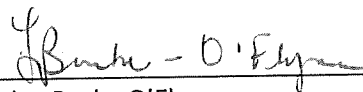
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer

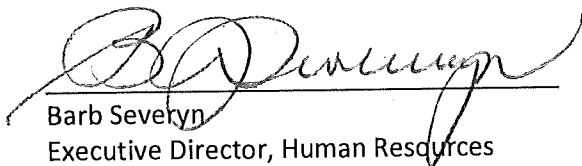


Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources



Kelly Pitman
Chair, Contract Negotiating Committee

23. UNION RIGHTS

23.04 Release Time

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

A CCFA member elected to office in the Federation of Post Secondary Educators (FPSE) shall be granted leave from the College, upon request, with adequate notice given to the College. Release time, holidays, and benefits shall be charged to the Union at the rates of the person on leave.

Individuals on leave to work for the Union or FPSE shall accrue seniority, be eligible for service increments, and be accorded all benefits under this contract in accordance with ~~his/her~~ the Employee's employment status at the commencement of leave.

(b) Professional Meetings

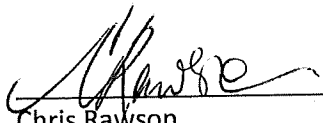
- (i) An Employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with ~~his/her~~ the Employee's Dean or Director up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of FPSE or registered professional associations.
- (ii) Up to four (4) times a year Faculty Members covered by this Agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the Union for up to two (2) hours on each occasion. When possible, the Union agrees to schedule such meetings so as to minimize disruption to students. The Dean or Director may cancel the classes or make other arrangements at ~~her/his~~ the Dean or Director's discretion.

23.06 Struck Work

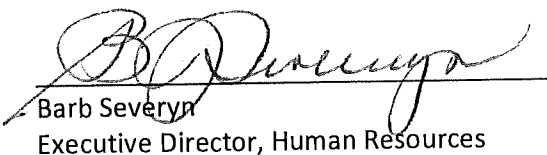
No Employee shall be required to add to ~~his/her~~ the Employee's normal duties or functions so as to do or assist anyone doing any duty or function of any job of any Employee on strike or lockout by any Employer.

DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer

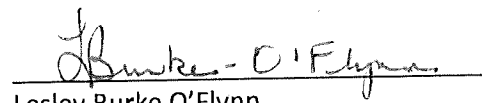


Chris Rawson
Chief Spokesperson, PSEA

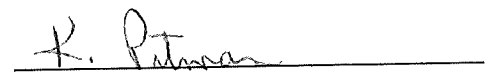


Barb Severyn
Executive Director, Human Resources

On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Kelly Pitman
Chair, Contract Negotiating Committee

24. SAFEGUARD AGAINST SALARY REDUCTIONS

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

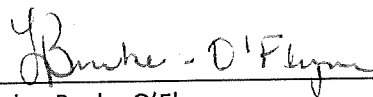
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On Behalf of the Employer

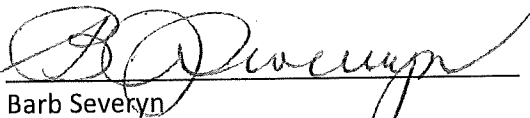


Chris Rawson
Chief Spokesperson, PSEA

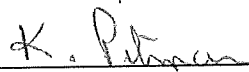
On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources



Kelly Pitman
Chair, Contract Negotiating Committee

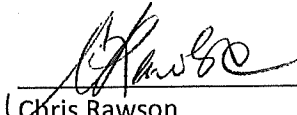
31. COMMUNITY INVOLVEMENT AND ENTREPRENEURIAL ACTIVITY

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

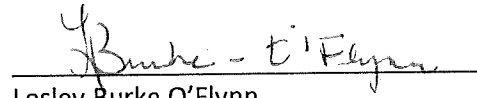
The Employer encourages community involvement and entrepreneurial activities that complement College activities, provided that these activities do not conflict with College duties

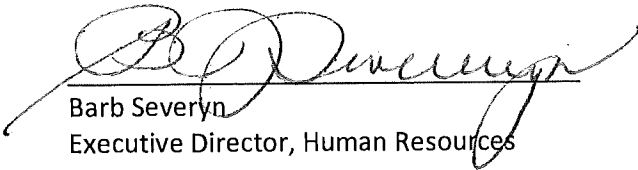
DATED on this 10th day of February, 2020 in the City of Victoria, BC.


On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Barb Severyn
Executive Director, Human Resources


Kelly Pitman
Chair, Contract Negotiating Committee

LETTER OF AGREEMENT 1
Between
CAMOSUN COLLEGE
And
THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: ADVANCED PLACEMENT REVIEW COMMITTEE Renew with amendments

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

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

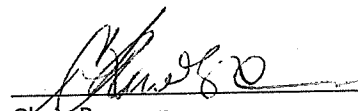
The Advanced Placement Review Committee will be the representative body to process all applications from CCFA members related to Clause 5.01(e) of the Collective Agreement and to make recommendations to the appropriate Vice-President.

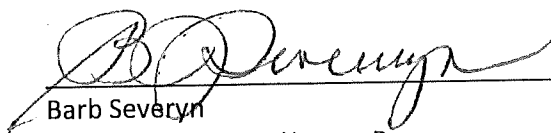
Faculty members will make application to the Committee for advanced placement under the terms of the Committee's guidelines relating to Clause 5.01(e). In reviewing applications, the Committee may meet with the applicants or return the application for clarification, additional information or documentation.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

The process of review, inclusive of the decision of the appropriate Vice-President, will occur in response to applications for advanced placement under Clause 5.01(e) at the request of either party.

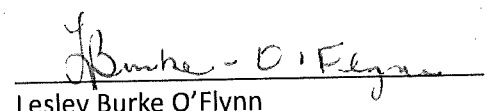
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

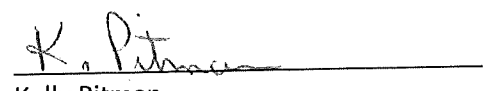
On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA


Barb Severyn
Executive Director, Human Resources

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Kelly Pitman
Chair, Contract Negotiating Committee


LETTER OF AGREEMENT #3
Between
CAMOSUN COLLEGE
And
THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS (Renew)

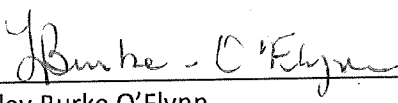
Camosun College and Camosun College Faculty Association hereby agree that Camosun College Faculty Association members, either on secondment or temporary assignment to an administrative position for a period of up to six (6) years, will retain their Camosun College Faculty Association membership, pay Union dues, and retain all the rights and responsibilities of Faculty Association members, including accumulation of seniority, except where such rights and responsibilities conflict with administrative status.

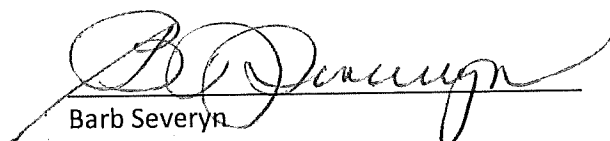
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

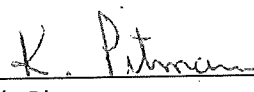
On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Barb Severyn
Executive Director, Human Resources


Kelly Pitman
Chair, Contract Negotiating Committee

LETTER OF AGREEMENT 5
between
CAMOSUN COLLEGE
and
CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND (Renew with amendments)

Introduction

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

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

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

Eligibility

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

Application and Approval

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

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

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

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

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

KP  

Selection Criteria

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

The value to the College of the proposed professional development activity

The value to the Faculty Member of the proposed professional development activity

Available funding

Previous professional development financial assistance granted

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

Proposals with a scholarly and/or educational focus

Events or activities that further the College's Education Plan

Funding for additional educational qualifications

Retraining in response to a need to place Faculty Members into different positions within the College, except when clause 3.03 applies.

Presenting at or attending conferences or events [including travel, registration, meals, and accommodation].

Events identified by a Faculty Member, Dean, Director, Vice President, or President that are consistent with the purpose of the fund

Administration

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

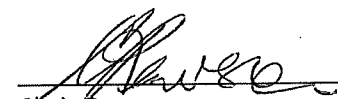
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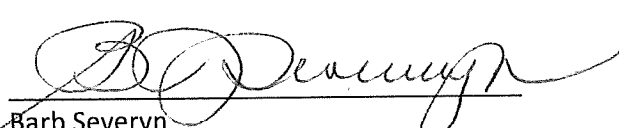
The accounting and reporting procedures used by the Professional Development Committee will be applied to this fund. However, accounting and reporting will be done separately from the existing PD fund.

Committee members may not review their own PD funding request.

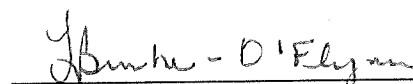
DATED on this 10th day of February, 2020 in the City of Victoria, BC.


On Behalf of the Employer


Chris Rawson
Chief Spokesperson, PSEA


Barb Severyn
Executive Director, Human Resources

On Behalf of the Union


Lesley Burke O'Flynn
FPSE Staff Representative


Kelly Pitman
Chair, Contract Negotiating Committee


APPENDIX D – DEFERRED SALARY LEAVE PLAN – Renew with amendments

7. Benefits

- (a) The Employee's benefit coverage will continue for the duration of the leave.
- (b) During the deferral period, payment for benefits shall be the same as it would be if the Employee were not deferring salary.
- (c) During the period of leave, payment for benefits shall be the same as it would be if the Employee were on an unpaid leave of absence. Where a participant is obligated to pay the cost of any benefit during the period of leave, the Employer will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant under the Plan.
- (d) If the period of leave is used for professional development, the provisions of ~~e~~Clauses 13.01(c) and 13.04 shall apply.
- (e) Pension contributions, entitlement and purchase for service shall be governed by the appropriate Pension Plan Act and regulations.

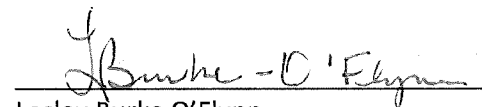
DATED on this 10th day of February, 2020 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson
Chief Spokesperson, PSEA

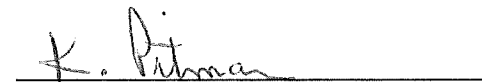
On Behalf of the Union



Lesley Burke O'Flynn
FPSE Staff Representative



Barb Severyn
Executive Director, Human Resources



Kelly Pitman
Chair, Contract Negotiating Committee

Employer Proposal

Date: _____

Time: _____

2019 – FPSE TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2019 FPSE Template Table

("the Employers")

and

FEDERATION OF POST-SECONDARY EDUCATORS OF BC ("FPSE")

representing those of its local unions participating (and whose employers are participating) in the 2019
FPSE Template Table

("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 FPSE 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 date of ratification, unless otherwise specified.

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

1. **Article 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) representatives of the employers and five (5)~~ **three (3)** representatives of each party ~~the Provincial Bargaining Council~~. **Where appropriate, additional individuals may be called 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 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.

2. Article 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)~~ **twenty-seven (27)** week period specified in Article 7.8.1 above. Such additional leave shall be ~~pursuant to Article 7.2 General Leave~~ **in accordance with the *Employment Standards Act*, including the certification criteria as outlined in the Act.**

3. [NEW] 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.

4. [NEW] 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.

5. [NEW] 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 leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

6. Article 7.11 – Public Duties

7.11.1 An employer ~~will~~ may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial, ~~or~~ federal or Aboriginal government election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

7.11.2 An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial, ~~or~~ federal, or Aboriginal government election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

7.11.3 The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal governance.

7. Article 7.12 – Cultural Leave for Aboriginal Employees

7.12 Cultural Leave for Aboriginal Employees

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

Remainder of Article to remain the same except renumber.

8. Article 8.1.2 – Entitlement

Upon written request, an employee who elects the extended parental benefit, as defined under the *Employment Insurance Act*, shall be entitled to a leave of absence without pay of up to six (6) ~~twelve (12)~~ consecutive months in addition to statutory requirements. An employee who elects the standard parental benefit as defined under the *Employment Insurance Act*, shall be entitled to up to twelve (12) consecutive months of leave without pay in addition to the statutory requirements.

9. Article 8.5.3 – Repayment of the Supplemental Employment Benefit

- (a) To be entitled to the Supplemental Employment Benefit as noted above, an employee must sign an agreement that they will return to work (provided there is reasonable expectation of work) and remain in the Employer's employ for a period of the duration of the leaves taken or six (6) months, whichever is less (exclusive of leave taken pursuant to Article 8.1.2) after their return to work. Should the employee fail to return to work for a period of the duration of the leaves taken or six (6) months, whichever is less, the employee shall reimburse the Employer for the Supplemental Employment Benefit on a pro rata basis. Should a repayment be required, any monies owing will be deducted from the employee's pay, if available, otherwise the employee will be invoiced.
- (b) Article 8.5.3(a) does not apply to an employee while they are on a leave under Article 8.1.2. Article 8.5.3(a) will apply once the leave under Article 8.1.2 has ended.

10. Article 9.2.1 – Benefit Provisions

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

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. [Note: see LOU NEW]~~
- ~~(b)~~(a) 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) Hearing Aid benefit claims will be to a maximum of ~~six hundred dollars (\$600)~~ every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) 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) 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, 2017, v~~ Vision care shall be increased to ~~\$500~~ six-hundred and fifty dollars (\$650) every two (2) years.

Remainder of Article to remain the same except renumber.

(B) *Further to the above, while not to be included in the Common Agreement, effective date of ratification, the Employer agrees that the Extended Health Benefits plans will be amended such that the reimbursement for professional services will be amended from \$10 per visit maximum to \$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) *Further to the deletion of Article 9.2.1 (a) above, the Employer and the Union agree to the following Letter of Understanding, effective January 1, 2020:*

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

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.

11. Article 12 – Salaries

Article 12 – Salaries

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 1, 2015-2019 ~~or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later)~~, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015-2019 shall be increased by ~~one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2019 will apply in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

~~12.1.2~~ Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.

~~12.1.3~~ **12.1.2** Effective the first day of the first full pay period after April 1, 2016-2020, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016-2020 shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment from the date of ratification to April 1, 2020 will apply in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

~~12.1.4~~ Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

~~12.1.5~~ **12.1.3** Effective the first day of the first full pay period after April 1, 2017-2021, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017-2021 shall be increased by ~~one half of one percent (0.5%)~~ **two percent (2%)**.

~~12.1.6~~ Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

~~12.1.7~~ Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by ~~one half of one percent (0.5%)~~.

~~12.1.8~~ Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

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

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

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 1, 2015-2019 ~~or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later): one percent (1%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before June 30, 2020 September 1, 2015. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

~~12.2.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.2.3~~ ~~12.2.2~~ Effective the first day of the first full pay period after April 1, 2016-2020: ~~one half of one percent (0.5%) two percent (2%).~~ The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before June 30, 2020. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

~~12.2.4~~ Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend*.

~~12.2.5~~ ~~12.2.3~~ Effective the first day of the first full pay period after April 1, 2017-2021: ~~one half of one percent (0.5%) two percent (2%).~~

~~12.2.6~~ Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend*.

~~12.2.7~~ Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).

~~12.2.8~~ Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.

~~12.2.9~~ ~~12.2.4~~ Despite Articles 12.2.1 to ~~12.2.8~~ ~~12.2.3~~, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

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 **on the date of ratification**.

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

...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 1, ~~2015-2019~~ ~~or the first day of the first full pay period after the date of tentative settlement ratification of the collective agreement (whichever is later): one percent (1%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2019 in the case of a tentative settlement on or before **June 30, 2020** ~~September 1, 2015~~. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

~~12.6.2~~ Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

~~12.6.3~~ **12.6.2** Effective the first day of the first full pay period after April 1, ~~2016-2020~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**. The Parties agree that retroactive adjustment will apply from the date of ratification to April 1, 2020 in the case of a tentative settlement on or before **June 30, 2020**. After that date there will be no retroactive adjustment. The parties agree that PSEA and FPSE may extend this June 30, 2020 deadline by mutual agreement.

12.6.4 Effective the first day of the first full pay period after February 1, 2017: one percent ~~(1%) plus Economic Stability Dividend*~~.

~~12.6.5~~ **12.6.3** Effective the first day of the first full pay period after April 1, ~~2017-2021~~: ~~one-half of one percent (0.5%)~~ **two percent (2%)**.

~~12.6.6~~ Effective the first day of the first full pay period after February 1, 2018: one percent ~~(1%) plus Economic Stability Dividend*~~.

~~12.6.7 Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).~~

~~12.6.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.~~

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

Notwithstanding the foregoing, any former employees who worked for any of the FTT Employers in a FTT bargaining unit position between April 1, 2019 and the date of ratification must apply to the applicable FTT Employer within eight (8) ~~six (6)~~ weeks of the date of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

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

12. Article 13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 - 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 - Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 - Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- **Article 8 - Parental Leave**
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding - Expedited Arbitration

13. Article 17 – Term

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.

14. Appendix A – Provincial Salary Scale

Table to be updated as per Article 12 Salaries.

15. Appendix B – List of Investigators

**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

Rebecca Frame
~~Irene Holden~~
~~Betty Baxter~~ Linda Sum
Ana Mohammed
~~Louise Pohl~~
Kyra Hudson
Laurie Mills
Yuki Matsuno
Ken Saunders

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

16. Appendix C – Dispute Referral Form

Renew.

17. Appendix D – List of Arbitrators

**APPENDIX D
LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.3 and 3.2.4 and ~~3.2.6~~:

~~Irene Holden~~
Joan Gordon
Judi Korbin
~~Chris Sullivan~~
Colin Taylor
Ken Saunders
Robert Pekeles
Corinn Bell

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

18. Appendix E1 – Registry of Laid Off Employees – Form 1

Delete the Appendix in its entirety.

Further to the deletion of Appendix E1 Registry of Laid Off Employees – Form 1, the Employer and the Union agree to the following amendment to Article 6.3.1:

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants/ beyond those employed by the institution ~~by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 – Form 1).~~
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

19. Appendix E2 – Registry of Laid Off Employees (Form 2)

Renew.

20. Appendix F – Medical Travel Referral Benefit

Renew.

21. Appendix G – Dental Plan

Renew.

22. Appendix H – Deferred Salary Leave

Renew.

23. Appendix I – Family Members for 7.8 Compassionate Leave

Renew.

24. Letter of Understanding 1 – Variant Applications of Common Agreement Provisions to the NVIT parties

Delete LOU 1 in its entirety.

25. Letter of Understanding [NEW] – Employment Equity – Aboriginal Employees

LETTER OF UNDERSTANDING XX

EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES

PSEA and FPSE recognize that Aboriginal employees are underrepresented in the post-secondary education system. They are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

- PSEA and FPSE will encourage the employers, and with support from the local faculty association/union, to make application to the Human Rights Tribunal under section 42 of the Human Rights Code to obtain approval for a special program that would serve to attract and retain Aboriginal employees.
- PSEA and FPSE will assist the employers and the local faculty association/union as requested in the application for and implementation of a special program consistent with this Letter of Understanding.

26. Letter of Understanding 5 – Working Committee on Secondary Scales

Delete LOU 5 in its entirety. (To be replaced by LOU XX – Working Committee on Pay Scales Transition – see item 27.)

27. Letter of Understanding [NEW] – Working Committee on Secondary Pay Scales

LETTER OF UNDERSTANDING XX

WORKING COMMITTEE ON SECONDARY PAY SCALES

1. **Committee Mandate**

The Employer and the Union agree to participate in a joint committee (the “Committee”), with a mandate to:

- Quantify the costs that would be required in order to transition the base pay for employees included in this letter of understanding for each local from the applicable secondary salary scales to the Provincial Salary Scale as appropriate subject to the parameters described below.

2. **Application**

This LOU will apply to non-regular faculty employees whose pay:

- a. Is determined according to a local salary scale other than the Provincial Salary Scale, or
- b. is differentiated from regular faculty employees due to limits on progression up the salary scale that do not apply to regular faculty employees, or
- c. is differentiated from regular faculty employees due to limits on initial placement on the salary scale that do not apply to regular faculty employees, or
- d. is differentiated from that paid to regular faculty employees through reduction formulas applied to the Provincial Salary Scale that do not apply to regular employees.

3. **Exceptions and Additions**

This letter of understanding shall not apply to classifications of non-regular faculty employees in the bargaining unit who do not perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement. (For example, substitutes; continuing education instructors, and instructional/faculty assistants). Additionally, qualification-based differences in pay are excluded from the scope of this committee work.

In addition to non-regular employees, this letter of understanding shall apply to the following regular employee groups only:

- i. ~~Coast Mountain College: Part-time faculty < 50%~~

ii. Selkirk College: Regular faculty being paid according to on-line courses (LOU #7rate €).

iii. Any other regular faculty groups that the parties mutually agree.

4. Definition and Formula – Base Pay

This formula calculates base pay for non-regular employees included in this LOU.

This formula sets a standard to be used by the committee for calculating base pay for non-regular **faculty** employees who perform work normally done by regular faculty bargaining unit members, as defined by the collective agreement during the same time period of their work assignment. For those institutions that have a different pay structure in their local collective agreement for non-regular employees, the pay calculated using the following formula will be converted on the same/equivalent basis to their local pay structure for non-regular employees. (i.e. hourly, per course, weighted hourly, etc.).

Base Pay Formula and Conditions:

a) The standard for base pay is calculated by the following formula:

$$\frac{S \cdot D \cdot P}{Y} \quad \text{where:}$$

- S** is the full-time annual salary on the appropriate step of the grid, as per local collective agreement placement provisions.
- D** is the number of days in the appointment period.
- P** is the percentage of full-time work during the appointment period.
- Y** is two hundred and sixty-one (261) days, which is the number of working days in one year. This is calculated based on three hundred and sixty-five (365) days per year divided by seven (7) days per week and multiplied by five (5) working days per week.

Examples:

Standard Appointment:

A 16-week appointment at 25% of full-time work at step 6 salary would be $\$72,340 \times 80 \text{ days} \times 0.25$ divided by 261 = \$5,543.30

Compressed Appointment:

The same work performed in a compressed format over an 8 week appointment would result in 50% of full-time work for 40 days: $\$72,340 \times 40 \text{ days} \times 0.50$ divided by 261 = \$5,543.30

b) For clarity, base pay does not include lieu payments, such as vacation and/or benefits. These additional lieu payments, if applicable to non-regular employees in the local collective agreement, would be added to the base pay to formulate the non-regular employee's total compensation related to the term of the work assignment.

- c) The cost to transition an employee from the applicable secondary salary scales to the Provincial Salary Scale will be defined as the difference between the base pay the employee is paid using the secondary scale for the term of their work assignment and the amount the employee would be paid according to the above formula.

5. Costing Criteria:

- a) The Parties will use an average of the most recent 3 years of HRDB data (April 1, 2016 – March 31, 2019) ~~to cost their proposals~~ for costing purposes where the data needed to cost the proposal is available in the HRDB. Where the data ~~necessary to cost the proposals~~ is not available in the HRDB data, the parties will use data from the institution's historic records using the same 3 year period. Where the institution does not use an April 1 – March 31 year, the records used will be those that most closely fit that time period.
- b) Normal rounding principles will apply. If rounding to the nearest dollar, less than .5 dollars will be rounded down to the nearest lower whole dollar and .5 dollars or more will be rounded to the nearest higher whole dollar. If rounding to the nearest cent, less than .5 cents will be rounded down to the nearest lower whole cent and .5 cents or more will be rounded to the nearest higher whole cent.

6. Committee Composition

The Committee shall be equally represented and shall consist of:

- Four (4) Employer Representatives, two (2) of which will be from PSEA; and
- Four (4) Union Representatives.

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

7. Timelines

The work of the Committee will conclude no later than March 31, 2022. This information shall be provided by the Committee to each party's respective principals and may be brought forward by either party in the next round of collective bargaining.

28. Items Tentatively Agreed

Items tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement and included as agreed changes to the 2014-2019 FPSE Faculty Common Agreement.

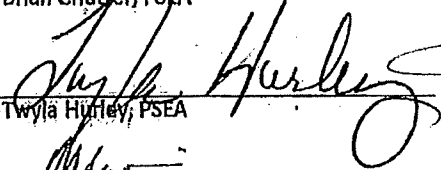
29. The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2019-22 collective agreement.


Signed by the parties at Vancouver, British Columbia, on the 5th May of April, 2020.

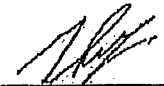
FOR THE PARTICIPATING EMPLOYERS:



Michael Madill, PSEA

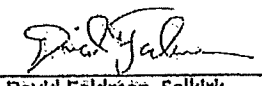

Brian Chutter, PSEA

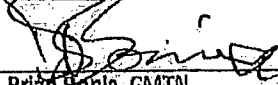

Twyla Hurley, PSEA


Fred Alaggia, CNC



Gary Leier, COTR


Linda Heska, OC


David Feldman, Selkirk


Brian Bonia, CMTN


Barb Severyn, Camosun

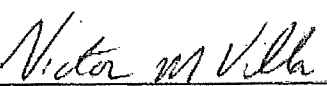

Ken Crève, NIC


FOR THE PARTICIPATING UNIONS:


FACNC (FPSE Local 3)


CORFA (FPSE Local 6)


OCFA (FPSE Local 9)


SCFA (FPSE Local 10)


AWU, CUPE Local 2409 (FPSE Local 11)


CCFA (FPSE Local 12)


NICFA (FPSE Local 16)

SCHEDULE 1

- Camosun College / CCFA (FPSE Local 12), Camosun College
- Coast Mountain College / AWU, CUPE Local 2409 (FPSE Local 11), Coast Mountain College
- College of New Caledonia / FACNC (FPSE Local 3), College of New Caledonia
- College of the Rockies / CORFA (FPSE Local 6), College of the Rockies
- North Island College / NICFA (FPSE Local 16), North Island College
- Okanagan College / OCFA (FPSE Local 9), Okanagan College
- Selkirk College / SCFA (FPSE Local 10), Selkirk College

SCHEDULE 2

The parties have tentatively agreed to the following amendments:

"Coast Mountain College"

"Ministry of Advanced Education, Skills and Training"

Gender Neutral Pronouns

Article 2 – Harassment

Article 2.2.1

Article 2.3.4 Investigation

Article 7.1 Definitions

Article 7.8.1 Entitlement

Article 8 Parental Leave

Article 15 Health and Safety Equipment

Memorandum of Understanding – Re: Economic Stability Dividend

Letter of Understanding 2 – Harassment Investigators

Letter of Understanding 3 – Expedited Arbitration

Letter of Understanding 4 – Review of Collective Agreements

Effective the date of ratification, the Employer and the Union agree to the following 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.

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

Article 2 – Harassment

Replace “alleged harasser” with “respondent” in Article 2 – Harassment wherever it appears to update the language to more commonly used terminology.

Effective the date of ratification, the Employer and the Union agree to amend Article 2.2.1 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.**

Effective the date of ratification, the Employer and the Union agree to amend Article 2.3.4 Investigation as follows:

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties. **The parties will consider, among other things, the ability of the selected investigator to begin their investigation in a timely manner.**

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

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser 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.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.1 Definitions as follows:

All references to spouse within the leave provisions of this agreement include ~~heterosexual, common-law and same-sex partners married~~ and **common-law partners regardless of sexual orientation, gender identity, or gender expression**. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent on the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

Effective the date of ratification, the Employer and the Union agree to amend Article 7.8 Compassionate Care Leave as follows:

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (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 I – 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)~~ **twenty-seven (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)~~ **twenty-seven (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)~~ **twenty-seven (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.

Effective the date of ratification, the Employer and the Union agree to amend provisions of Article 8 Parental Leave as follows:

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 ~~seventy-eight (78) fifty-two (52)~~ 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 ~~seventy-eight (78) fifty-two (52)~~ weeks of the birth.
- 8.2.3** for an adopting parent, within ~~seventy-eight (78) fifty-two (52)~~ 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.

8.4 Return to Work

- 8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit (SEB) for Maternity and Parental Leave

8.5.1 ~~Effective April 1, 2002, w~~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 ~~their-her~~ salary calculated on ~~their-her~~ average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological ~~mother~~, **adoptive or legally recognized parent** shall receive an amount equal to the difference between the Employment Insurance **Standard Parental EI B**enefits and eighty-five percent (85%) of the employee's salary calculated on ~~their her~~ 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 the thirty-five (35) week EI benefit, spread out and paid over the 61 week period. The Employer will make this calculation.
- (e) Provided the employee received SEB as per Article 8.5.1(a), (b), (c), or (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 (e) ~~(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.

Effective the date of ratification, the Employer and the Union agree to amend Article 15 Health and Safety Equipment as follows:

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by **the BC Workers' Compensation Act and the Occupational Health and Safety Regulations.**

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

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

Delete in its entirety.

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

Letter of Understanding 2 – Harassment Investigators

Delete in its entirety.

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

Letter of Understanding 3 – Expedited Arbitration

9. Issuance of Decision

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

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

Letter of Understanding 4 – Review of Collective Agreements

Delete in its entirety.