

COLLECTIVE AGREEMENT

between

CAMOSUN COLLEGE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Part of Local No. 701**

Effective from April 1, 2004 to March 31, 2007

TABLE OF CONTENTS

DEFINITIONS.....	6
ARTICLE 1— APPOINTMENTS TO FACULTY	7
1.1 Initial Appointments.....	7
1.2 Term Appointments	7
1.3 Continuing Appointments.....	7
1.4 Correspondence	8
1.5 Hiring Consultation.....	8
1.6 The College and Union to Acquaint New Employees	8
1.7 Job Vacancies.....	8
1.8 Vocational Trades Program.....	8
ARTICLE 2 — TERMINATION OF APPOINTMENT	9
2.1 Term Appointments	9
2.2 Resignation	9
2.3 Probation.....	9
2.4 Dismissal, Suspension, and Discipline Burden of Proof	9
2.5 Dismissal.....	9
2.6 Suspension	10
2.7 Dismissal and Suspension Grievance.....	10
2.8 Right to Grieve Other Disciplinary Action	10
ARTICLE 3 — REDUCTION OF STAFF	10
3.1 Notification	10
3.2 Role of Seniority.....	11
3.3 Retraining.....	11
3.4 Appeal	11
3.5 Severance Pay and Reappointment.....	12
ARTICLE 4 — PLACEMENT ON SCALE	13
4.1 Initial Placement.....	13
4.2 Salary Range	15
4.3 Request for Review	15
4.4 Payment of Salaries.....	16
4.5 Substitute Teachers.....	16
ARTICLE 5 — INCREMENTS	16
5.1 Advanced Placement (see also Appendix D).....	17
5.2 Increments for Service.....	17
5.3 Change of Qualifications.....	17
ARTICLE 6 — CHAIR/PROGRAM LEADER	17
6.1 Stipend	17
6.2 Change of Stipend	18
6.3 Duties of Chairs and Program Leaders	18
6.4 Complement of Chairs and Program Leaders	18
6.5 Appointment of Chairs	18
6.6 Term of Office of Chairs.....	20

6.7	Qualifications of Chairs	20
7.1	Workload	20
7.2	Annual Contact Hours.....	21
7.3	Non-Contact Days.....	21
7.4	Class Size	21
7.5	Work Schedule.....	22
7.6	Schedule	22
7.7	Non-Teaching Employees and Non-Teaching Duties.....	22
7.8	Continuing Education Programming.....	22
7.9	Preparation Time	23
8.1	Entitlement Continuing and Probationary Employees	23
8.2	Entitlement Term Employees	24
8.3	Sickness.....	24
8.4	Vacation Scheduling	24
ARTICLE 9 — PAID HOLIDAYS		26
ARTICLE 10 — PROFESSIONAL DEVELOPMENT		26
10.1	Professional Development Program.....	26
10.2	Professional Development Fund	27
10.3	Professional Meetings	27
10.4	Unassisted Leave	27
ARTICLE 11 — PUBLIC OR UNION OFFICE		28
11.1	Seek Election	28
11.2	Campaign.....	28
11.3	Leave.....	28
ARTICLE 12 — COURT APPEARANCES		28
ARTICLE 13 — BEREAVEMENT LEAVE		29
ARTICLE 14 — PARENTAL LEAVE		29
14.1	Maternity Leave	29
14.2	Adoption Leave	30
14.3	Parental Leave.....	30
14.4	Paternal Leave.....	31
14.5	Family Illness	31
14.6	Compassionate Leave	32
ARTICLE 15 — SICK LEAVE.....		32
15.1	Basic.....	32
15.2	Accumulation	32
15.3	Sick Leave Bank	33
ARTICLE 16 — WORKER’S COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY		34
16.1	Workers' Compensation Board.....	34
16.2	Occupational Health and Safety	34
ARTICLE — 17 BENEFITS.....		37
17.1	Benefit Information.....	37
17.2	Medical Services.....	37

17.3	Dental Plan.....	37
17.4	Group Life	38
17.5	Disability Plan.....	38
17.6	Employee Assistance Program	39
17.7	Coverage for Part-Time and Term Appointments	39
17.8	Professional Fees	39
ARTICLE 18 — RETIREMENT		40
18.1	Early Retirement	40
18.2	Early Retirement Incentive.....	40
ARTICLE 19 — PARKING		40
ARTICLE 20 — INDEMNITY		40
ARTICLE 21 — RESOLUTION OF DISPUTES		41
21.1	Union Representation	41
21.2	Grievance Procedure	41
21.3	Step 1	42
21.4	Step 2.....	42
21.5	Time Limit to File to Arbitration	42
21.6	Administrative Provisions.....	42
21.7	Single Arbitrator	43
21.8	Single Arbitrator Procedure	43
21.9	Decision of Arbitrator	43
21.10	Disagreement on Decision	43
21.11	Expenses of Arbitrator	43
21.12	Deviation from Grievance Procedure	44
21.13	Policy Grievance	44
21.14	Technical Objections to Grievances.....	44
21.15	Effective Date of Settlements	44
21.16	Amending Time Limits	44
ARTICLE 22 — UNION MEMBERSHIP AND DUES		46
22.1	Bargaining Unit Definition	46
22.2	Membership	46
22.3	Union Recognition and Rights	46
22.4	Dues	46
ARTICLE 23 — UNION RIGHTS		47
23.1	Individual Agreements	47
23.2	Fair Treatment	47
23.3	Leave for Union Business.....	47
23.4	Picket Lines.....	48
ARTICLE 24 — SAFEGUARD AGAINST SALARY REDUCTIONS.....		48
ARTICLE 25 — USE OF TERMS.....		48
ARTICLE 26 — EMPLOYEE APPRAISAL		48
26.1	Evaluation Reports.....	48
26.2	Distribution	49
26.3	Personnel Files	49

ARTICLE 27 — TECHNOLOGICAL CHANGE	49
ARTICLE 28 — SENIORITY	50
28.1 Accumulation of Seniority	50
28.2 Loss of Seniority	51
ARTICLE 29 — COPIES OF COLLECTIVE AGREEMENT	51
ARTICLE 30 — TERM OF AGREEMENT.....	51
30.1 Term.....	51
30.2 Extension of Anniversary Date	53
30.3 Revisions to Agreement.....	53
APPENDIX A – Standards and Ethics Committee	54
APPENDIX B – Provincial Salary Scale.....	55
APPENDIX C – Reduction In Staff Flowchart.....	57
APPENDIX D – Advanced Placement	59
LETTER OF UNDERSTANDING #1	60
LETTER OF UNDERSTANDING #2	61
LETTER OF UNDERSTANDING #3	63
LETTER OF UNDERSTANDING #4	65
APPENDIX E – Common Agreement	69

THIS AGREEMENT made and entered into on April 1, 2004, to March 31, 2007.

BETWEEN THE:

CAMOSUN COLLEGE
(hereinafter called the "College")

OF THE FIRST PART

AND THE:

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

OF THE SECOND PART

WHEREAS Camosun College is an employer within the meaning of the Labour Code of *British Columbia Act*.

AND WHEREAS the B.C. Government and Service Employees' Union is the certified bargaining agent for Vocational Instructors under the *Act*.

AND WHEREAS the Parties have carried on collective bargaining under the *Act* and have reached agreement as herein expressed:

NOW THIS AGREEMENT WITNESSETH that the Parties HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:

DEFINITIONS

Personnel Files: includes all employee records maintained by *the Human Resources Department*

Union Representative: a Union member elected by its membership to act on behalf of the bargaining unit – this includes the Staff Representative.

College: Camosun College including all campuses.

Bargaining Unit Chair: the elected Camosun representative of the BCGEU, Local 701.

Local Area Office: BCGEU
2994 Douglas Street
Victoria, BC V8T 4N4

Probation: employees shall be subject to a period of probation for two (2) full time equivalent years.

Term: is an appointment for a specified period of time with an identified termination date.

Appointment: is a written offer of employment.

President of the Union: is the President of the B.C. Government and Service Employees' Union.

ARTICLE 1— APPOINTMENTS TO FACULTY

1.1 Initial Appointments

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

1.2 Term Appointments

Specified Term Appointments shall be made:

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

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

1.3 Continuing Appointments

- (a) A full-time faculty member shall not be converted involuntarily to part-time without mutual agreement among the member, the Union and the College. A full-time faculty member assigned to a continuing part-time contract will

maintain accumulated seniority and shall continue to accrue seniority on a prorated basis.

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

1.4 Correspondence

The Union shall receive a copy of each letter of appointment.

1.5 Hiring Consultation

Faculty members of the respective department shall be consulted in the selection of all new faculty. In the event of a creation of a new department, continuing faculty members in a related department, if any exist, shall be consulted in the selection of new faculty.

1.6 The College and Union to Acquaint New Employees

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

1.7 Job Vacancies

The College will continue to operate under the Policy for the Selection of New Faculty which was jointly developed by the College Administration, BCGEU, and CCFA. No changes to this policy will be made without consultation with representatives from the BCGEU.

1.8 Vocational Trades Program

All programs leading to qualifications in skilled trades, certified trades, designated vocational trades programs or technical trades shall be deemed to be vocational trades programs. All faculty engaged in instruction, supervision, evaluation, interpretation or development of such technical course content or material shall be members of the

BCGEU, part of Local 701, Camosun College Bargaining Unit, and possess qualifications as outlined in Clause 4.1 of this Collective Agreement.

ARTICLE 2 — TERMINATION OF APPOINTMENT

2.1 Term Appointments

Term Appointments shall terminate automatically, without notification, on the date specified in the letter of appointment.

2.2 Resignation

Employees will give the College as much notice of resignation as possible, and will where possible, arrange for the effective date to coincide with the end of a class instructional period. The notice will normally be at least one month.

2.3 Probation

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

2.4 Dismissal, Suspension, and Discipline Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the College.

2.5 Dismissal

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

2.6 Suspension

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

2.7 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Clause 21 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) working days of the action being taken.

2.8 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include letters of reprimand, written adverse reports and performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, the employee shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

ARTICLE 3 — REDUCTION OF STAFF

3.1 Notification

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

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

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

3.2 Role of Seniority

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

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

3.3 Retraining

- (a) An employee who is terminated for reason of reduction of staff, who is not judged to be qualified to transfer to another position as provided in Clause 3.2, and who has served the College for at least five (5) years shall receive paid leave of up to eight (8) months, in order to qualify for an available position at the College. An available position is one which, at the time the reduction in staff is given, is currently unfilled or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.5 shall apply.
- (b) When retraining is not practicable, and to facilitate early retirement of employees between the ages of 55 and 64 years, an employee shall be granted either severance pay in accordance with Clause 3.5(b), in addition to other retirement benefits, or early retirement incentive in accordance with Clause 18.2. In no case will both clauses be applied.
- (c) Where courses are altered or changed to the extent where new or greater skills are required than are already possessed by the affected employee such that the employee's continuing employment is threatened, such employee shall be given up to two (2) months in addition to annual vacation and to professional development time provided in Clause 10 for approved professional development, with no loss of income benefits or seniority.

3.4 Appeal

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

3.5 Severance Pay and Reappointment

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

(a) Reappointment:

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

(b) Severance Pay:

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

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

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

Should an employee be reemployed on a probationary or continuing contract before the expiration date of the period of time from the layoff date equivalent to that paid as severance pay, the employee shall reimburse the College for the remaining balance of the severance pay within a mutually agreed period of time after the commencement of the new appointment. The amount to be repaid shall be based on the net amount received by the individual, or the gross amount less any taxes required to be paid by the employee as a result of removal of the funds from a registered savings plan where the funds were paid directly to a plan.

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

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

ARTICLE 4 — PLACEMENT ON SCALE

4.1 Initial Placement

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

- (a) Qualifications
 - (1) For an employee holding a degree from a recognized university at the Bachelor's level, or a combination of university, college, or other training deemed to be equivalent and relevant to his/her field of expertise initial placement will be Step 10 (Step 11 after April 2006) with a maximum placement of Step 5 (Step 6 after April 2006).
 - (2) For an employee holding a master's degree; equivalent professional certification; journeyman's certificate; or professional qualifications such as a registered nurse, which is directly relevant to the discipline area in which the employee will teach initial placement will be Step 9 (Step 10 after April 2006) with a maximum placement of Step 2 (Step 3 after April 1, 2006).

Transitional Principles

- Employees who have spent twelve months at Step 1 on the old salary scale by April 1, 2006 shall progress to Step 1 on the new salary scale on April 1, 2006.

- Employees who have spent less than 12 months at Step 1 on the old salary scale by April 1, 2006 shall progress to Step 1 on the new salary scale on their increment date.
- Employees with a maximum placement of Step 2 who have spent 12 months at the Step 2 on the old salary scale by April 1, 2006 shall progress to Step 2A on the new salary scale.
- Employees with a maximum placement of Step 2 who have spent less than 12 months at Step 2 on the old salary scale by April 1, 2006 shall move to Step 3 on the new salary scale and then to Step 2A on their increment date.

Ongoing Application Principles

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

(b) Recognition for Work and Teaching Experience

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

- (1) each year of teaching or relevant work experience in a college, technical institute or vocational school.
- (2) each year of teaching or relevant work experience in a secondary school or university to a maximum of eight (8) years (8 steps).
- (3) two (2) years of relevant work experience in other than a college-type setting, for experience beyond that required to qualify for initial placement, to a maximum of ten (10) years (5 steps). (For initial placement in the School of Trades and Technology all other

qualifications being equal, preference will be given to applicants who have supervisory work experience after receiving journeyman or equivalent certification.)

(c) Recognition of Additional Education

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

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

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

4.2 Salary Range

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

4.3 Request for Review

- (a) The College will provide employees with a copy of the worksheet used in determining salary placement.
- (b) At the request of the employee, placement on the salary scale may be reviewed at any time. Increases to an employee's placement on scale resulting from the review of qualifications shall be retroactive to the time of appointment if the review is initiated within six (6) months of the acceptance of the offer of appointment. Otherwise, increases shall be retroactive to the date on which the faculty member requested the review. A request for review of placement received more than six (6) months after

the acceptance of the offer of employment must be based on a specific identified area of concern. Changes in placement procedures which were agreed to by the two parties since a faculty member's most recent placement shall not be grounds for review unless the changes were agreed to be retroactive.

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

4.4 Payment of Salaries

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

4.5 Substitute Teachers

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

ARTICLE 5 — INCREMENTS

5.1 Advanced Placement (see also Appendix D)

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

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

5.2 Increments for Service

For each full- time equivalent year of service to the College, an employee is entitled to one (1) increment on the basic salary scale until he/she reaches the maximum for his/her category. The increment date shall be the first day of the pay period following the date on which the employee became eligible for the increment.

5.3 Change of Qualifications

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

ARTICLE 6 — CHAIR/PROGRAM LEADER

6.1 Stipend

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

6.2 Change of Stipend

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

6.3 Duties of Chairs and Program Leaders

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

6.4 Complement of Chairs and Program Leaders

A Chair may be appointed for each department as defined by the College. Each Chair shall have a reduced teaching load established from time to time by the Dean and Vice President in consultation with the Chair. Where a program specialty, other than that represented by the Chair, is identified by the College within a department, a program leader may be appointed to assist in such administrative duties as scheduling, purchasing, advisory committees, etc.

In a program specialty where only one (1) instructor is employed, that program leader shall receive one-third (1/3) of the Chair's stipend as compensation for the additional administrative workload. In program areas where two (2) or more fulltime equivalent instructors are employed on a continuous basis, the program leader shall receive two-thirds (2/3) of a Chair's stipend as compensation for the additional administrative workload.

In program areas employing three (3) or more FTE instructors, the program leader may be given some release time for administrative duties at the discretion of the Dean.

In no instance may a Chair receive both a Chair's stipend and a program leader's stipend simultaneously.

The program leader will normally be the program member having the greatest seniority, but the College may appoint another member if special expertise or other situations indicate.

6.5 Appointment of Chairs

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. Selection procedures shall provide for adequate consultation with faculty from the department(s). Where more than one internal candidate exists, a selection committee shall be formed to make recommendations to the Dean.

6.6 Term of Office of Chairs

The term of office shall be three (3) years, subject to successful evaluation, with the position being declared vacant and posted for two (2) months prior to the end of the three (3) year term. Midterm evaluation of the Chair will occur and supplementary evaluations will also be conducted upon a request of the majority of employees within the department.

6.7 Qualifications of Chairs

Instructors in the department(s) shall be given first preference for this position, and in any event, wherever possible, the candidate will be a qualified instructor in at least one (1) discipline in that department's area(s) of expertise.

ARTICLE 7 — WORKING CONDITIONS

7.1 Workload

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

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

When the employee, Chair and Dean determine that agreement cannot be reached on workload, the matter will first be discussed with the Vice President, Education and, if not

resolved, will be referred to a Workload Review Committee, comprising three (3) faculty appointed annually by the Union, and three (3) administrators appointed by the Vice President, Education. (Should one of the committee members be involved in the issue, an alternate will be appointed.) A majority decision of the Committee shall constitute the resolution of the matter.

7.2 Annual Contact Hours

Effective April 1, 1990 the allocation of instructional faculty to a discipline or department shall be determined by dividing the number of planned and funded class training days by 182. The Dean and faculty, working together, shall determine the number of hours per week of instruction for each instructor, and the method of delivery and scheduling which provides effectively for student learning within available resources. Personnel required for coordination, new program development and special projects will be provided in addition to those required for instruction, as resources permit.

7.3 Non-Contact Days

Continuing and probationary employees and term employees with appointments of one (1) continuous year or longer shall be eligible for non-contact days. An instructional year consists of two hundred and five (205) working days (261 days less 11 statutory holidays, less 45 days of vacation). The standard for calculating non-contact days is based on the number of instructional (contact) days in a fiscal year. An employee who instructs one hundred and eighty-two (182) days at thirty (30) contact hours per week will be entitled to twenty-three (23) six (6) hour days of non-contact.

For those employees instructing less than one hundred and eighty-two (182) six (6) hour days or less than thirty (30) hours per week, non-contact time will be equal to the number of contact hours worked beyond twenty-six and one-half (26½) in a week. If a teaching schedule fluctuates above and below twenty-six and one-half (26½) contact hours in a week, the accumulation of non-contact time will also fluctuate accordingly.

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

7.4 Class Size

Class size for vocational instructors in shops will not normally exceed sixteen (16). In specified programs, related to entry level and pre-employment programs, class sizes of eighteen (18) may be scheduled. In continuous entry programs, where low enrolments have been recorded, class sizes of twenty (20) may be scheduled. Where an instructor's class size is to be increased, the maximum class size will be determined through

consultation between the instructor and the Dean and will be subject to review as outlined in Clause 7.1.

To facilitate the implementation of reduced student contact hours for vocational instructors, an instructor may be required to provide classroom instruction to large groups of students, all of whom are at the same level of training, to a maximum of twice the instructor's normal class size. The increased class size and lecture situation will be reflected in the instructor's own workload.

7.5 Work Schedule

The hours of work for instructors will be scheduled sequentially and may only be changed by mutual consent.

7.6 Schedule

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

7.7 Non-Teaching Employees and Non-Teaching Duties

Non-teaching employees shall establish a workload in the same manner as instructors.

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

7.8 Continuing Education Programming

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

When an employee has a shortfall in workload, continuing education courses/contracts may be offered to bring an employee's annual workload to one hundred percent (100%). The appropriate Dean and Coordinator shall jointly determine the employee's qualifications and the appropriateness of the available continuing education courses

and contracts. Such instruction of continuing education courses will be considered part of the instructor's annual workload and no additional salary will be paid.

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

7.9 Preparation Time

Whenever possible the College shall provide for new employees at least two (2) weeks preparation time in advance of assuming a full teaching load. This includes term appointments of four (4) months duration or longer. A new employee is defined as one having no previous teaching experience.

Whenever possible the College shall provide one (1) day of advance preparation time for each instruction week of a course, up to a maximum of fifteen (15) days, for the development of a new course for which no course material is available.

ARTICLE 8 — ANNUAL VACATION

8.1 Entitlement Continuing and Probationary Employees

- (a) An employee shall have an annual vacation entitlement of forty-five (45) working days. The three (3) non-teaching days between Christmas and New Year's shall be part of the annual vacation entitlement. Upon approval of an employee's application, the days between Christmas and New Year's may be scheduled as working days and the three (3) days of vacation rescheduled to an alternate convenient time.

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

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

- (b) Fulltime employees on continuing or probationary appointments may take at least four (4) weeks of their annual vacation entitlement at a mutually acceptable time during the months of July and August.
- (c) Vacation for part-time employees whose appointment includes a vacation period will be determined in the same manner as vacation for full-time employees with a base of 45 days and salary during the vacation prorated in the same manner as salary during the period of work.
- (d) Vacations, once approved by the College, shall not be changed except by mutual agreement between employee and College.

8.2 Entitlement Term Employees

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

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

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

8.3 Sickness

In the event that an employee requires hospitalization or is seriously ill during his/her annual vacation period, the employee shall, upon request and upon presentation of a physician's statement, apply the period of illness or hospitalization to sick leave rather than vacation, provided the sick bank is not used. The employee must inform the College of the claim within one (1) week of returning to work.

8.4 Vacation Scheduling

An employee appointed to a contract of one (1) year or more shall determine, as specified under Clause 8.1, his/her vacation plan. Normally two (2) months, but at least

one (1) month of vacation shall be taken during the first twelve (12) months of employment. Upon termination, adjustments for unused or overused vacation entitlement will be made to final settlement.

ARTICLE 9 — PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which the employee is working shall also be a paid holiday.

ARTICLE 10 — PROFESSIONAL DEVELOPMENT

10.1 Professional Development Program

The professional development program of the College shall include:

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

reason. An employee who is recalled to a continuing or probationary position shall have their professional development accumulation, that was remaining at the time of his/her layoff, reinstated.

10.2 Professional Development Fund

A budget item equal to one-half ($\frac{1}{2}$) of one (1) percent of employees' salaries shall be set aside annually to be used to:

- (a) pay employees granted leave at part or full salary under items Clauses 10.1(c) and (d);
- (b) supplement outside funds and/or cover a portion of the non-salary costs associated with approved programs, including exchanges.

The Standards and Ethics Committee shall receive and review all requests for use of professional development funds and shall direct the Director of Finance in the allocation of the funds. The Committee shall establish guidelines for administration of the professional development program subject to College policy and guidelines for funding limits and reporting procedures.

10.3 Professional Meetings

- (a) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Convention or upon consultation with his/her Dean up to two (2) days per annum leave with pay to attend the annual meetings of other registered professional associations.
- (b) Faculty will be able to attend scheduled divisional and employee organization meetings. These meetings will normally be scheduled to commence at 3:00 p.m.

10.4 Unassisted Leave

Unless the request creates special problems for the College, the College will grant an employee unassisted leave for a period of up to one year. Such a leave will be for any purpose deemed justifiable by the employee. If it involves experience of particular value to the College, such as industrial or business experience which does not lead to a change of placement on scale, the employee will receive an increment and accrue seniority during his/her absence providing these have been approved by the Vice President in writing prior to the commencement of the leave. Such approval will be conditional upon the leave being used essentially as planned. Under special

circumstances a leave may be extended to a total of two (2) years. Since an employee's annual vacation and other benefits and entitlements will be reduced as a result of the unassisted leave, arrangements for any adjustments must be approved by the Dean before the leave begins.

ARTICLE 11 — PUBLIC OR UNION OFFICE

11.1 Seek Election

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

11.2 Campaign

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

11.3 Leave

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

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

ARTICLE 12 — COURT APPEARANCES

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

ARTICLE 13 — BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death with, if necessary, allowance for immediate return traveling time. Such leave shall normally not exceed five (5) working days.
- (b) "Immediate family" includes spouse, children, children's spouse, step child, step child in law, siblings, parents, step-parents, parents in law, grand parents, grand parents in law, grand children, nieces and nephews and any other person living in the same household who is dependent on the employee.

ARTICLE 14 — PARENTAL LEAVE

14.1 Maternity Leave

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. 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 reinstated in all respects by the College to her former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (b) The College shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The College may require proof of the employee's capability to perform her normal work through the production of a medical certificate.
- (c) Maternity leave shall cover a period up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for the employee's health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.
- (d) Any probationary period shall be extended by the length of time the employee is on leave under this clause.

- (e) To a maximum of six (6) months, while on maternity leave, an employee shall retain and accumulate her full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (f) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and the College, where the employee elects to continue in the plan, shall continue to make payment to the plan in the same manner as if the employee were not absent.
- (g) While on unpaid maternity leave, an employee may access paid sick leave entitlements upon presentation of a medical certificate from a qualified medical practitioner.

14.2 Adoption Leave

- (a) Upon request and furnishing proof of adoption, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. On return from adoption leave the employee shall be reinstated in all respects by the College to his/her former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (b) General leave may be granted where additional leave is required because of the health of the child.
- (c) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (d) For a maximum of six (6) months, while on adoption leave, an employee shall retain and accumulate his/her full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (e) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the same manner as if the employee was not absent.

14.3 Parental Leave

- (a) Upon four (4) weeks written notice and submission of a medical certificate, an employee is entitled to a leave of absence without pay, and with continued accrual of seniority, sick leave, vacation and professional development provisions, for up to twelve (12) weeks for the mother and up to six (6) months for the father, in order to spend time with a new child.
- (b) The leave must begin:
 - (1) for the mother following eighteen (18) weeks of maternity leave under Clause 14.1;
 - (2) for the father within fifty-two (52) weeks of the child's date of birth.
- (c) Where the newborn child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee shall be entitled to an additional period of parental leave of up to five (5) weeks.
- (d) On return from parental leave the employee shall be reinstated in all respects by the College to his/her former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (e) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (f) For a maximum of six (6) months, while on parental leave, an employee shall retain and accumulate his/her full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (g) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the same manner as if the employee were not absent.

14.4 Paternal Leave

When necessary an employee shall be entitled to two (2) days paternal leave with pay.

14.5 Family Illness

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

14.6 Compassionate Leave

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

ARTICLE 15 — SICK LEAVE

15.1 Basic

- (a) An employee is entitled to sick leave at the rate of one and one-half (1½) days per month. An employee having a continuing appointment shall be credited with eighteen (18) days sick leave each year on the first day of April. A newly appointed employee shall be credited, on appointment, with sick leave for the remainder of the fiscal year, i.e. until March 31, at the rate of one and one-half (1½) days per month. A part-time employee is eligible for sick leave on a prorated basis which is calculated at the time it is required.
- (b) Term employees may accumulate and carry forward all unused sick leave to their future contracts when the break between contracts is six (6) months or less. Any break longer than six (6) months will cancel all previous sick leave credits.

15.2 Accumulation

Unused sick leave shall be cumulative to a maximum of two hundred fifty (250) working days and credited to the employee's sick leave account. A statement of cumulated leaves, effective March 31 of each year, will be available in each division office. Upon retirement, as defined in the *Pension (College) Act*, the employee may either:

- (a) convert his/her accumulated sick leave to cash on the basis of fifty (50%) percent of one two hundred fiftieth (1/250) of his/her annual salary per day, to a maximum of two hundred fifty (250) days of accumulated sick leave; or

- (b) use the sick leave to retire early on the basis of fifty (50%) percent of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or
- (c) a combination of (a) and (b);
- (d) where an employee retires on less than full pension, the number of days which may be converted under (a), (b) and (c) above shall be actuarially reduced in the same proportion as is his/her *Pension (College) Act*;
- (e) deductions shall be made from sick leave entitlements in accordance with the following:
 - (1) all absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) and subject to Clause 16, shall be charged against an employee's sick leave credits;
 - (2) there shall be no charge against an employee's sick leave credit when his/her absence on account of illness or injury is less than one-half day;
 - (3) where the period of absence on account of illness is more than one-half day but less than one (1) full day, one-half day only shall be charged as sick leave.
- (f) in the event of death, accumulated sick leave will be paid in full to the employee's designated beneficiary as indicated in the group life insurance policy unless otherwise specified.

15.3 Sick Leave Bank

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

reckoned to the nearest multiple of three, which he/she has drawn from the bank.

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

ARTICLE 16 — WORKER'S COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

16.1 Workers' Compensation Board

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

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

16.2 Occupational Health and Safety

The BCGEU and the College agree that regulations made pursuant to the Workers' Compensation Act, Hazardous Products Act or any other statute of the Province of British Columbia pertaining to the working environment, shall be complied with. First Aid kits shall be supplied in accordance with the Occupational Health & Safety Regulation.

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

(a) College Joint Occupational Safety and Health Committee

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

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

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

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

- (1) a member of the Joint Occupational Safety and Health Committee;
- (2) a person designated by the Joint Occupational Safety and Health Committee; or
- (3) a Safety Officer, after an on-site inspection and following discussion with the representative of the College, does not meet the standards established pursuant to the Workers' Compensation Act.

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

(b) Injury Pay Provision

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

(c) Transportation of Accident Victims

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

(d) Investigation of Accidents

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

(e) Occupational First Aid Requirements

(1) The BCGEU and the College agree that they shall comply with the Occupational First Aid Regulation made pursuant to the Workers' Compensation Act.

(2) Upon the advice of the Joint Occupational Safety and Health Committee the College shall designate an employee as the First Aid Attendant at each major campus.

(3) Where the College requires an employee to perform First Aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and, where necessary, leave to take the necessary courses shall be granted with pay.

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

(f) Safety Courses

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

- (2) The College agrees that a one (1) day training course will be provided by the BCGEU. The College agrees to pay the salary for a maximum of two (2) committee members per year.

ARTICLE — 17 BENEFITS

17.1 Benefit Information

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

17.2 Medical Services

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

17.3 Dental Plan

The College shall pay one hundred percent (100%) of the premium costs of a Dental Services Plan carried by Manulife Financial. Premiums for employees on less than full-time appointments will be shared on a prorated basis. The Plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A of Manulife Financial materials, seventy-five percent (75%) of costs for items listed under Plan B of Manulife Financial and fifty percent (50%) for items listed under Plan C of Manulife Financial. Each full-time employee who has a continuous appointment of ten (10) months or longer, or continuing part-time employee with an appointment of at least fifty percent (50%) is eligible to participate in the plan.

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

17.4 Group Life

The College shall pay one hundred percent (100%) of the premium costs of a group life insurance policy, which provides for three times annual salary on the death of an employee. Premiums for employees on less than full-time appointments will be shared on a prorated basis. Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees shall be a condition of employment.

17.5 Disability Plan

Effective midnight March 31, 1995, the College shall pay all of the costs of a Group Disability Insurance Plan which provides for a monthly taxable income of two-thirds (66-2/3 %) of gross monthly salary.

Administrative costs of this plan shall be borne by the College. Each full-time employee who has an appointment of four (4) months or longer, or continuing part-time employee with a workload of at least fifty percent (50%), is eligible to participate in the plan. Participation of eligible employees in this plan shall be a condition of employment. If an employee continues to be paid while awaiting receipt or adjudication of an LTD benefit such payment shall be considered an advance and will be repayable in full. Should full repayment not be immediately possible, Human Resources will agree on a repayment plan that is mutually acceptable to the College and the employee.

The employee in receipt of Disability Income benefits under the group plan will have the opportunity to participate during a period not exceeding five (5) years in College benefit plans, as applicable but will be required to pay one hundred percent (100%) of the premium costs thereof. The employee in receipt of Disability Income benefits under the group plan will be entitled to return to the employ of the College during a period not exceeding five (5) years upon submission of a medical certificate indicating fitness for work.

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

Seniority shall continue to accumulate during the period of disability to a maximum of five (5) years.

17.6 Employee Assistance Program

Where there is in place an Employee Assistance Program jointly agreed to by the College and BCGEU, participation by BCGEU members shall be a condition of employment.

17.7 Coverage for Part-Time and Term Appointments

Employees with appointments of more than one (1) month shall be entitled to receive medical benefits. In the case where successive term appointments result in a term of uninterrupted employment of more than four (4) months, the employee shall be eligible for group life and disability benefits from the date of the beginning of the contract which results in the total period of employment exceeding four (4) months.

All successive appointments and all appointments which are split by a period of ten (10) days or less shall be included as uninterrupted employment.

A continuing employee who has been laid off as defined in Clause 3.5(a), and who is recalled to term employment, will continue to be entitled to all benefit plan coverages.

17.8 Professional Fees

The College will reimburse continuing BCGEU employees any professional fees that the employee is required to obtain to carry out their duties as an instructor.

ARTICLE 18 — RETIREMENT

18.1 Early Retirement

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

18.2 Early Retirement Incentive

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

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

A faculty member who opts to take early retirement shall be paid a retirement incentive of ten percent (10%) of his/her annual salary times the number of years remaining until age sixty-five (65) to a maximum of one (1) year's salary, in addition to all other retirement benefits. An employee who, upon joining the College, requested and was granted by the Board exemption from participation in the *College Pension Plan*, may apply to the Board for permission to be included in this clause.

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

ARTICLE 19 — PARKING

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

ARTICLE 20 — INDEMNITY

Except where a joint Union/College Committee considers that there has been flagrant or willful negligence on the part of an employee, the College agrees not to seek indemnity

against an employee whose actions result in a judgment against the College. The College agrees to pay any judgment against an employee arising out of the performance of his/her duties. The College also agrees to pay any legal costs incurred in the proceedings.

ARTICLE 21 — RESOLUTION OF DISPUTES

21.1 Union Representation

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

21.2 Grievance Procedure

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

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

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

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

21.3 Step 1

Before a written grievance can be submitted at Step 2 of the grievance procedure, every effort shall be made to settle the dispute at Step 1.

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

21.4 Step 2

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

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

21.5 Time Limit to File to Arbitration

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

- (a) Fourteen (14) days after the College decision has been received; or
- (b) Fourteen (14) days after the College decision was due.

21.6 Administrative Provisions

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

21.7 Single Arbitrator

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

21.8 Single Arbitrator Procedure

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

21.9 Decision of Arbitrator

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

21.10 Disagreement on Decision

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

21.11 Expenses of Arbitrator

Each party shall pay one half (½) of the fees and expenses of the Arbitrator.

21.12 Deviation from Grievance Procedure

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

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

21.13 Policy Grievance

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

21.14 Technical Objections to Grievances

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

21.15 Effective Date of Settlements

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

21.16 Amending Time Limits

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

ARTICLE 22 — UNION MEMBERSHIP AND DUES

22.1 Bargaining Unit Definition

The bargaining unit shall include full-time and part-time instructors (as described in the certification statement of BCGEU Local 701 Camosun College) employed by the College to teach vocational, technical and trades training programs or courses.

22.2 Membership

All employees covered by this Agreement shall as a condition of employment, hold and maintain membership in the Union except where exempted and as outlined under the Labour Relations Code.

22.3 Union Recognition and Rights

The Union agrees that any activities relevant to the administration of the Collective Agreement or other Union activities, which must be conducted during working hours, will be carried out in a professional manner with primary consideration to instructional duties. Where the College feels that such activities are interfering inappropriately with instructional duties, the Parties agree to meet and resolve the matter.

22.4 Dues

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

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

ARTICLE 23 — UNION RIGHTS

23.1 Individual Agreements

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

23.2 Fair Treatment

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

23.3 Leave for Union Business

Leave for Union business will not affect employee's "*non-contact time*". To facilitate the administration of this section when leave is granted, the employee will continue to be paid at the normal rate and the Union shall reimburse the College for salary and benefit costs. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the College with reasonable notice prior to the commencement of leave under this clause. The College agrees that any of the leaves of absence identified below shall not be unreasonably withheld.

Approved leave of absence will be granted:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (d) to employees called by the Union to appear as witnesses before an arbitration board;
- (e) for up to three employees on the bargaining committee of the Union to carry on negotiations with the College. In this case, the Union shall only be required to reimburse the College for salary and benefit costs if substitute instructors are required.

23.4 Picket Lines

All employees covered by the Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Industrial Relations Act*. Any employee failing to report for duty shall be considered to be absent without pay.

ARTICLE 24 — SAFEGUARD AGAINST SALARY REDUCTIONS

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

ARTICLE 25 — USE OF TERMS

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

ARTICLE 26 – EMPLOYEE APPRAISAL

26.1 Evaluation Reports

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal.
- (b) Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an

employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.

- (d) An employee shall have the right to request a formal appraisal, providing that at least six (6) months have elapsed since the last appraisal and that the Dean has agreed to the timing of the appraisal.

26.2 Distribution

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

26.3 Personnel Files

- (a) The President of the Union or designate shall be entitled, upon the written authority of an employee, to review the employee's personnel file(s) maintained in the Human Resources Department Office.
- (b) With reasonable notice given the College, an employee shall be permitted to review their personnel file(s).
- (c) The College will not disclose or use for other than authorized purposes personnel file information without the employee's written consent, unless required by law.
- (d) The College shall take reasonable precautions to ensure the reliability and security of personnel files.
- (e) Personnel files shall include all files pertaining to the employee maintained by the Human Resources Office.

ARTICLE 27 — TECHNOLOGICAL CHANGE

- (a) An employee shall be considered displaced by technological change when his/her services are no longer required in the same capacity as a result of change in the method of operation or equipment.

- (b) The College agrees to take all reasonable steps so that an employee shall not lose employment because of technological change. Every reasonable effort will be made by the College to utilize normal turnover of employees, to the extent that it arises during the period in which changes occur, to absorb employees displaced because of such change or changes. However, when necessary to reduce staff, it will be done as outlined in Clause 3 of the Agreement.
- (c) Where the introduction of a technological change substantially alters the method of presentation or the content of an existing course, faculty members who may have responsibility for the course shall be consulted before the intended change is implemented.

ARTICLE 28 — SENIORITY

28.1 Accumulation of Seniority

- (a) Service seniority shall be defined as the length of continuous service with the College since the last date of hiring plus the aggregate length of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Such service seniority shall include all continuous service with the Public Service of British Columbia prior to the Meld which took place October 1, 1975.
- (b) Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.6.
- (c) Employees on maternity, adoption, or parental leave shall continue to accumulate seniority.
- (d) If a continuing employee terminates their employment as a result of a decision to raise a dependent child (children), and is reemployed, upon application he/she shall be credited with length of service accumulated at the time of termination. The following conditions shall apply:
 - (1) the employee must have been a continuing employee with at least three (3) years of service seniority at the time of termination;
 - (2) the resignation must indicate the reason for termination;

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

28.2 Loss of Seniority

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

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

ARTICLE 29 — COPIES OF COLLECTIVE AGREEMENT

The Union and College agree to share equally the cost of producing copies of the Collective Agreement for distribution to all members. The document shall be printed by the College Print Shop.

ARTICLE 30 — TERM OF AGREEMENT

30.1 Term

This agreement shall be binding and remain in full force and effect from the first day of April, 2004 to and including March 31, 2007 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

30.2 Extension of Anniversary Date

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

30.3 Revisions to Agreement

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

SIGNED ON BEHALF OF:

CAMOSUN COLLEGE

Liz Ashton
President

Date

Denis Powers
Executive Director, HR

Date

BCGEU

David Streb
Staff Representative

Date

Steve Iverson
President, Local 701

Date

George Heyman
President BCGEU

Date

PSEA BOARD OF DIRECTORS

Dr Nick Rubidge
PSEA Chair

Date

APPENDIX A

STANDARDS AND ETHICS COMMITTEE

1. MEMBERSHIP

The Committee shall consist of:

- (a) one (1) BCGEU member elected from the Health & Human Services Division;
- (b) five (5) BCGEU members elected from the Interurban Campus;
- (c) two (2) Deans.

2. TERMS OF OFFICE

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

3. CHAIRPERSON OF THE COMMITTEE

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

4. DUTIES OF THE COMMITTEE

- (a) To establish a Code of Standards and Ethics.
- (b) To direct the Bursar in the allocation of professional development funds subject to College policy and guidelines for funding limits and reporting procedures.
- (c) To review request for additional sick leave and to make recommendations to the President concerning withdrawals from the Sick Leave Bank.

APPENDIX B – PROVINCIAL SALARY SCALE

BCGEU 2004-07 Common Agreement – Revised as per June 6/06 Korbin Award

APPENDIX A

PROVINCIAL SALARY SCALE

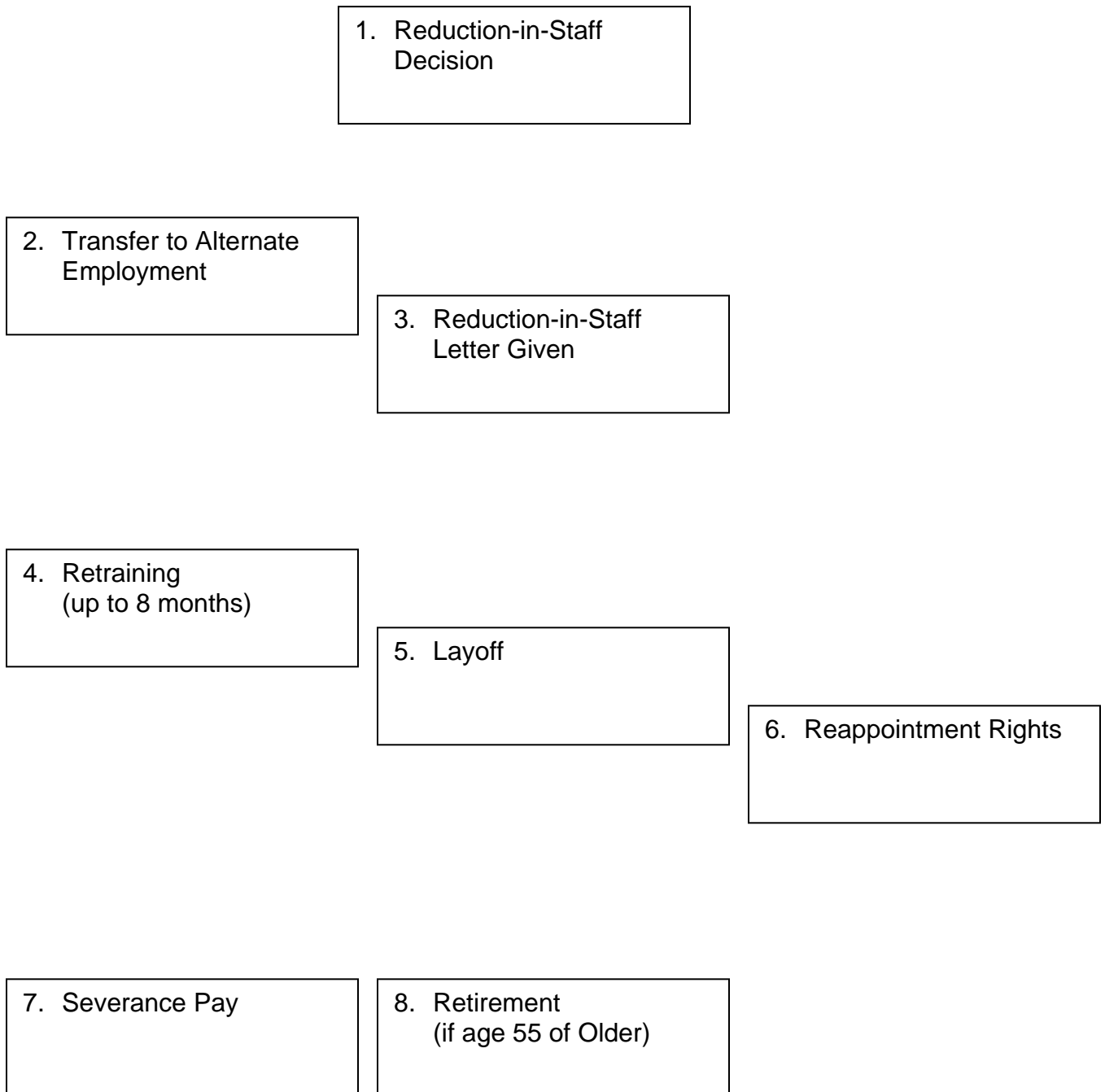
STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
			See Note 1		See Notes 2, 3 & 4
				1	\$ 76,480 <u>\$ 1,530</u> \$ 78,010
1	\$ 73,257	\$ 73,257	\$ 73,257 <u>\$ 1,465</u> \$ 74,722	2	\$ 73,257 <u>\$ 1,465</u> \$ 74,722
2	\$ 68,238	\$ 68,238	\$ 68,238 <u>\$ 1,365</u> \$ 69,603	3	\$ 68,238 <u>\$ 1,365</u> \$ 69,603
3	\$ 65,445	\$ 65,445	\$ 65,445 <u>\$ 1,309</u> \$ 66,754	4	\$ 65,445 <u>\$ 1,309</u> \$ 66,754
4	\$ 63,048	\$ 63,048	\$ 63,048 <u>\$ 1,261</u> \$ 64,309	5	\$ 63,048 <u>\$ 1,261</u> \$ 64,309
5	\$ 60,651	\$ 60,651	\$ 60,651 <u>\$ 1,213</u> \$ 61,864	6	\$ 60,651 <u>\$ 1,213</u> \$ 61,864
6	\$ 58,254	\$ 58,254	\$ 58,254 <u>\$ 1,165</u> \$ 59,419	7	\$ 58,254 <u>\$ 1,165</u> \$ 59,419
7	\$ 55,857	\$ 55,857	\$ 55,857 <u>\$ 1,117</u> \$ 56,974	8	\$ 55,857 <u>\$ 1,117</u> \$ 56,974
8	\$ 53,460	\$ 53,460	\$ 53,460 <u>\$ 1,069</u> \$ 54,529	9	\$ 53,460 <u>\$ 1,069</u> \$ 54,529
9	\$ 51,063	\$ 51,063	\$ 51,063 <u>\$ 1,021</u> \$ 52,084	10	\$ 51,063 <u>\$ 1,021</u> \$ 52,084
10	\$ 48,666	\$ 48,666	\$ 48,666 <u>\$ 973</u> \$ 49,639	11	\$ 48,666 <u>\$ 973</u> \$ 49,639

* *Italicized denotes stipends*

Note #1:	2% has been added to all steps of the Salary Scale as a result of “Net 0 money.”
Note #2:	4.4% has been added to the top step of the Salary Scale (2.0% X 2.2) as per the Korbin Award.
Note #3:	An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.
Note #4:	This column reflects the Korbin Award concerning the following language in the March 18/05 Memorandum of Agreement: <i>“The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU / BC Government Master Agreement shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.”</i>

CHAIR STIPEND \$3,323.00 Annualy

APPENDIX C REDUCTION IN STAFF FLOWCHART



FLOWCHART ACTIVITY DESCRIPTION

1. Reduction in staff due to changes in enrolment, deletion of a program, technological change or for budgetary reasons. [Clause 3.1] Individual is identified based on seniority within a department, discipline or specialty. [Clause 3.2]
2. Employee is transferred if there is an available position for which he is well qualified. [Clause 3.2(a)]

OR

3. Reduction in staff letter is sent by the President giving four (4) months of notice excluding annual holidays. [Clause 3.1] Letter specifies reasons for layoff.
4. Employee with at least five (5) years of service may receive up to eight (8) months of paid leave to retrain if there is an available position. [One currently unfilled or confirmed to become vacant within retraining period.] Program of retraining is developed in consultation with employee. [Clause 3.3(a)]

OR

5. If a retraining opportunity does not exist, employee is laid off at end of notice period.
6. A laid off employee may choose to retain recall rights for reappointment should suitable vacancies arise. Length of term of recall rights is governed by length of seniority. [Clause 3.5(a)]

OR

7. A laid off employee may choose to forfeit all recall rights and receive a severance payment of one-half ($\frac{1}{2}$) of one (1) month's salary for each fulltime equivalent year of service to a maximum of six (6) months of pay. [Clause 3.5(b)]

OR

8. An employee between the ages of 55 and 64 may choose to retire. In addition to pension benefits, the employee receives up to six (6) months pay as severance [Clause 3.5(b)], and a payout of one-half ($\frac{1}{2}$) of accumulated sick leave entitlement. [Clause 15.2]

APPENDIX D ADVANCED PLACEMENT

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

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

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

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

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

LETTER OF UNDERSTANDING #1

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Re: Family Illness (Clause 14.5)

Compassionate Leave (Clause 14.6)

and Sick Bank Donations (Clause 15.3)

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

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

SIGNED ON BEHALF OF:

CAMOSUN COLLEGE

BCGEU

Liz Ashton
President

David Streb
Staff Representative

Date

Date

Denis Powers
Executive Director, HR

Steve Iverson
President, Local 701

Date

Date

LETTER OF UNDERSTANDING #2

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

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

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

Appointment Categories

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

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

Conversion to a Regular Appointment

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

2. The employee shall be converted if there is a reasonable expectation of an on-going workload assignment for which the employee is qualified, of at least 50%, in the year immediately subsequent to that in which the conversion arises.
3. The employee's conversion to a Continuing appointment will become effective on the first day of the month following the date on which the employee meets the conversion criteria. Salary and College-paid benefits will begin on the date on which the available on-going workload begins.
4. Regularization will be a standing item on the Joint Labour Management Committee meeting agenda.

SIGNED ON BEHALF OF:

CAMOSUN COLLEGE

BCGEU

Liz Ashton
President

David Streb
Staff Representative

Date

Date

Denis Powers
Executive Director, HR

Steve Iverson
President, Local 701

Date

Date

LETTER OF UNDERSTANDING #3

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

AS PER THE COMMON AGREEMENT

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

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

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

of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

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

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

SIGNED ON BEHALF OF:

CAMOSUN COLLEGE

BCGEU

Liz Ashton
President

David Streb
Staff Representative

Date

Date

Denis Powers
Executive Director, HR

Steve Iverson
President, Local 701

Date

Date

LETTER OF UNDERSTANDING #4

between

CAMOSUN COLLEGE
("the College")

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
("the Union")

Subject to ratification by both parties, the Collective Agreement between them for 2004-07 consists of the following:

1. The 2001-04 local agreement provisions ("the Local Agreement"), except where they are modified by other provisions of this memorandum.
2. The agreed items documented by signed green sheets.
3. The following items:
 - a. Article 2.3.2: If the parties do not mutually agree upon an investigator they will use an investigator from the list of investigators found in Appendix "B" of the Common Agreement. They agree to incorporate any future changes to Appendix "B."
 - b. Article 2.3.5(c): The Union agrees that the employer is not required to forward a copy of the Investigator's Report to the complainant and the alleged harasser.
 - c. The first two paragraphs of Article 3.2.4 shall read as follows:

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

If the Parties do not agree to refer the dispute to JADRC then the local grievance procedure will be used.

- d. Article 3.2.6 Shall read as follows:

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by the Parties, either Party may, by mutual consent, refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of Arbitrators.) It is understood that the actual number of hearing days shall not exceed three (3) unless otherwise agreed by the parties or as directed by the arbitrator.

- e. Article 6.4.1: The parties agree that the pre-layoff canvas will normally occur prior to the issuance of a lay-off notice. The third paragraph of Article 6.4.1 shall read as follows:

...such canvas may, in exceptional circumstances, take place prior to the issuance of lay-off notice or the canvas may take place following the issuance of lay-off notice, but in any event the pre-layoff canvass must be completed not more than 2 months prior to the effective date of the lay-off.

- f. Article 14.1(b) and (d) shall read as follows:

(b) Subject to Article 14 (d) below, the terms and conditions of the Collective Agreement will apply having regard to the particular nature of the international assignment.

(d) Should an international education project require interpretation of the workload provisions of the Collective Agreement the College will apply to the employee such workload terms as are equivalent to those terms that would normally apply having regard to the particular nature of the international assignment.

The Employer will not refer to this amendment in any mediation or arbitration with the Camosun College Faculty Association in respect of their bargaining for a new collective agreement. If however, the Camosun College Faculty Association refers to bargaining between the BCGEU and this employer with respect to this amendment then the employer is not bound by this restriction.

- g. Letter of Understanding – Partial Sick Leave and Partial Disability: The parties agree to develop alternate language to reflect the principles contained in the Letter of Understanding Re: Partial Sick Leave and Partial

Disability as they are to be applied in the context of the sick leave provisions of the Collective Agreement.

4. Provisions of the 2004-07 Common Agreement (“the Common Agreement”), in accordance with paragraph 7.
5. The complete and un-amended Common Agreement will be included as an appendix, and prefaced in the appendix by this statement: “For the life of the 2004-07 Collective Agreement, the Common Agreement set out in this appendix is suspended in its entirety.”
6. The documents referred to paragraphs 1 to 3 will be consolidated as follows:
 - a. Items in paragraphs 2 and 3 will be applied to the Local Agreement. (The phrase “applied to”, in this memorandum, means ‘adding to’ or ‘amending’ as the case may be, and like terms have like meanings.)
 - b. Subject to paragraph 8, provisions of the Common Agreement will be applied to the document resulting from sub-paragraph a. (The result is referred to below as “the Working Document”).
7. The application of the Common Agreement to the Working Document (resulting in the revised collective agreement) will be in accordance with the following:
 - a. Where a provision of the Common Agreement is superior to a provision of the Working Document with respect to the rights of the employees or the Union, it will be applied, unless it is a provision which the parties have specifically agreed does not apply, or applies with modification (see paragraphs 2 and 3).
 - b. Where a provision in the Common Agreement is not in effect and/or not applicable to Camosun College, the provision will not apply. (This includes the provision for the Training and Marketing Society.) Where provisions in the Common Agreement and Working Document deal with the same matter, the provision in the Working Document will apply, subject to sub-paragraph a, unless the parties agree to apply the provision in the Common Agreement because it is clearer.
8. Either party may seek other changes in the course of consolidation, but that party may not insist on the change to the point of impasse, nor is such a proposed change subject to arbitration.
9. Where the parties are unable to resolve a difference in the course of consolidating the source material into an integrated document, either party may refer the difference to arbitration under paragraph 10. In that case, the arbitrator shall determine the difference, which will include determining the

appropriate collective agreement provision in accordance with the provisions of this Memorandum.

10. The arbitration process for purposes of this Memorandum is as follows:
 - a. A party seeking to arbitrate a difference may refer the difference to Vince Ready or Peter Cameron, who shall have the powers and jurisdiction expressed or implied by this memorandum and as set out in the *Labour Relations Code of BC*, and who will render a binding decision.
 - b. The arbitrator shall establish the appropriate procedure, which may include proceeding by oral hearing, written submission, or a combination of those, but in any event will give each party the opportunity to be heard and to reply to the other party. If more than one matter is referred to arbitration, the arbitrator/s is/are not required to use the same procedure to adjudicate each matter.
11. The parties agree that the College will pay a stipend to all employees covered by the agreement in accordance with the following:
 - a. Payment of the stipend will commence as soon as practicable following ratification and the determination of cost savings. The stipend will be in accordance with Appendix A – Provincial Salary Scale of the Memorandum of Agreement between the BCGEU and the MID table employers, except that the effective date for the stipend will correspond to the effective date of the offsetting savings referred to below. The stipend will be paid at the same time as salary payments and be deemed to be salary for pension and all other purposes. The required savings to enable the funding will be found in the collective agreement.
 - b. The parties will find cost savings such that the total cost savings in the collective agreement are equal to the cost of the stipend, and the necessary consequential changes will be incorporated into the collective agreement. In choosing between cost savings options, the impact on employees will be a substantive factor.
 - c. If there is a difference between the parties with respect to this provision, either party may refer it to the arbitration process set out in paragraph 10. For greater clarity, in the event of a reference under this paragraph, the arbitrator's authority includes the authority to amend collective agreement provisions that would otherwise be in effect in order to achieve the total savings of 2%.
 - d. No party may strike or lockout with respect to any difference referred to under this provision.

12. If the Protection Clause in the MID “Implementation and Transition Matters” document has continued meaning then the College will be bound by the Protection Clause in the same way as a MID employer is bound by this clause. If there is an adjudication resulting in a decision under this clause then the College will be bound by that decision in the same way as a MID employer is bound by that same decision

13. Peter Cameron and/or Vince Ready retain(s) jurisdiction in the event of any differences with respect to the interpretation and application of this memorandum.

SIGNED ON BEHALF OF:

CAMOSUN COLLEGE

BCGEU

Liz Ashton
President

David Streb
Staff Representative

Date

Date

Denis Powers
Executive Director, HR

Steve Iverson
President, Local 701

Date

Date

**COMMON AGREEMENT
(Amended)**

between

**The Employers' Bargaining Committee
on behalf of member institutions
ratifying this Common Agreement**

and

**BC Government & Service Employees Union (BCGEU)
on behalf of its local unions
ratifying this Common Agreement**

**For the term of
April 1, 2004 to March 31, 2007**

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of:

Northwest Community College, and Selkirk College.

BC Government & Service Employees Unions

TABLE OF CONTENTS

Common Agreement

ARTICLE 1 – PREAMBLE	76
1.1 Purpose of Common Agreement	76
1.2 Future Legislation	76
1.3 Conflict with Policies	76
1.4 Singular and Plural	76
ARTICLE 2 – HARASSMENT	76
2.1 Statement of Commitment	76
2.2 Definitions	77
2.3 Procedures	77
2.4 Findings	80
2.5 Rights of the Parties	80
2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action.....	80
2.7 Local Discussion	81
2.8 Relation to Other Agreements	81
ARTICLE 3 – EMPLOYER/UNION RELATIONS	81
3.1 Human Resources Database.....	81
3.2 Joint Administration and Dispute Resolution Committee	82
3.3 Jurisdictional Dispute Resolving Process.....	84
3.4 Contract Training and Marketing Society	85
3.5 Leave of Absence for College Committees and Union Leave.....	88
ARTICLE 4 – PRIOR LEARNING ASSESSMENT	90
4.1 Definition.....	90
4.2 Prior Learning Assessment as Workload	90
4.3 Training in Prior Learning Assessment	90
4.4 Prior Learning Assessment Coordinators.....	90
ARTICLE 5 – COPYRIGHT AND INTELLECTUAL PROPERTY	90
5.1 Copyright Ownership.....	90
5.2 Employer Rights to Materials Copyrighted by Employee(s).....	91
5.3 Employee Rights to Materials Copyrighted by the Employer.....	91
5.4 Joint Review	91
ARTICLE 6 – JOB SECURITY	91
6.1 Employee Security and Regularization	91
6.2 Program Transfers and Mergers	96
6.3 Registry of Laid Off Employees	96
6.4 Targeted Labour Adjustment	99
6.5 Contracting Out	102
6.6 Education Technology/ Distributed Learning	102
ARTICLE 7 – LEAVES	103
7.1 Definitions	103
7.2 General Leave.....	104

7.3	Seniority Accrual.....	104
7.4	Retention of Status	104
7.5	Benefits While on Leave.....	104
7.6	Bereavement Leave.....	104
7.7	Family Illness Leave	104
7.8	Compassionate Care Leave.....	104
7.9	Jury Duty and Court Appearances.....	105
7.10	Public Duties	105
7.11	Exchange Leave	105
7.12	Deferred Salary Leave.....	106
ARTICLE 8 – PARENTAL LEAVE		106
8.1	Preamble.....	106
8.2	Commencement of Leave	106
8.3	Benefits Continuation.....	107
8.4	Supplemental Employment Benefit for Maternity and Parental Leave.....	107
ARTICLE 9 – HEALTH AND WELFARE BENEFITS		108
9.1	Joint Committee on Benefits Administration.....	108
9.2	Specific Benefits.....	109
9.3	Disability Benefits.....	110
ARTICLE 10 – PENSIONS		112
10.1	Mandatory Enrolment	112
10.2	Existing Employees.....	112
ARTICLE 11 – EARLY RETIREMENT INCENTIVE		112
11.1	Definition.....	112
11.2	Eligibility.....	112
11.3	Incentive Payment.....	113
ARTICLE 12 – SALARIES		113
12.1	Provincial Salary Scale	113
12.2	Secondary Scale Adjustment	113
12.3	Maintenance of Placement.....	113
12.4	Calculation of Pay	114
12.5	Overload	114
ARTICLE 13 – EFFECT OF THIS AGREEMENT		114
ARTICLE 14 – INTERNATIONAL EDUCATION.....		115
14.1	General.....	115
14.2	Expenses	115
14.3	Health and Welfare Benefits.....	116
14.4	Emergencies and Emergency Evacuation	116
14.5	Orientation and Return.....	117
14.6	Application	117

ARTICLE 15 – Health and safety equipment.....	118
ARTICLE 16 – TERM.....	118
APPENDIX A.....	119
APPENDIX C.....	122
APPENDIX D.....	123
APPENDIX E1	124
APPENDIX E2	125
APPENDIX F	126
APPENDIX G.....	129
APPENDIX H.....	130
LETTER OF UNDERSTANDING 1	131
LETTER OF UNDERSTANDING 2	132
LETTER OF UNDERSTANDING 3	133
LETTER OF UNDERSTANDING 4.....	134

DEFINITIONS

"Agreement" or "Common Agreement" means this Agreement reached between the employers and the Unions as defined in the Protocol Agreement dated May 27, 2004.

"Collective agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

"Employee" means a person employed within a bargaining unit represented by one of the unions as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.

"Employer" means one of the "Employers" as defined in the Protocol Agreement dated May 27, 2004 and that ratifies this Common Agreement.

"Institution" means a college, university college, institute or agency created under the College and Institute Act, Open Learning Agency Act or Institute of Technology Act that has ratified the Common Agreement.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 3.2 below.

"Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.

"Local parties" means the institution and local bargaining unit where both have ratified this Agreement.

"Local provision" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"Local union" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"Ministry" means the Ministry of Advanced Education.

"Parties" or "Common Parties" means the employers and unions identified in the Protocol Agreement of May 27, 2004 that have ratified this Agreement.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association established for post-secondary colleges and institutes under the *Public Sector Employers' Act*.

"Ratification" means the acceptance by a local union and by an institutions and the PSEA of the terms of the Common Agreement pursuant to the Protocol of May 27, 2004.

"Union" means a faculty association or trade union certified as a bargaining agent.

ARTICLE 1 – PREAMBLE

1.1 Purpose of Common Agreement

1.1.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.2 In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

1.4 Singular and Plural

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

ARTICLE 2 – HARASSMENT

2.1 Statement of Commitment

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

2.2 Definitions

2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the *BC Human Rights Code* [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;
- (c) creates a poisoned environment.

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, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

2.2.2 Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to

his/her terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

2.3.3 Mediation

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

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

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

2.3.4 Investigation

Where either the complainant or alleged harasser 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.

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.

2.3.5 Terms of Reference of the Investigator

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

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.
- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by

the investigator, the employer will provide meeting space and contact information about persons to be interviewed.

(h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

(i) The investigator's report will not be placed on an employee's file.

2.4 Findings

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

2.5.2 The determination will:

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

2.5 Rights of the Parties

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

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

2.5.1 The above noted procedure does not restrict:

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

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

2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

2.7 Local Discussion

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

2.8 Relation to Other Agreements

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

ARTICLE 3 – EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

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

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

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

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

3.1.1 Relevant Matters include:

- (a) Health and Welfare
 - (i) Types of coverage
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)
 - (vii) Carrier contracts
- (b) Collective Bargaining
 - (i) Salary information by classification

- (ii) Demographics: age, sex, salary, placement, status
 - (iii) Analysis of local collective agreements within the system
 - (iv) Pension plan participation rates
- (c) Contract Administration
- (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) 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.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
 - (i) Jurisdictional Disputes Resolving process
 - (ii) Suspension and Discharge Grievance Resolution
 - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

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 allege violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

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

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

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

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

3.2.6 Suspension and Discharge Grievance Resolution

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.

Process, timelines and costs will be in accordance with Article 3.2.5.

3.3 Jurisdictional Dispute Resolving Process

3.3.1 Preamble

The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

3.3.2 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.

- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - (i) job elements;
 - (ii) past practice;
 - (iii) impact on industrial relations;
 - (iv) community of interest;
 - (v) employee preference, fairness and equity;
 - (vi) certification definition(s);
 - (vii) and such other factors as deemed appropriate by the Umpire.
- (k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- (l) The parties will accept the decision as final and binding on each of them.

3.4 Contract Training and Marketing Society

This Article is suspended and has no force or effect for the term of this Agreement commencing April 1, 2004.

3.4.1 The Parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance, and support the initiatives of participating member institutions.

The Parties agree to work together to assist the CTM to achieve its objectives as set out below.

3.4.2 Objectives of the Contract Training & Marketing Society

- (a) To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- (b) to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- (c) to assist institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.

- (d) to enhance employment opportunities within the system
- (e) to facilitate the development of programs and services in response to contract training needs
- (f) to assist institutions in the establishment, development and enhancement of contract training capacities
- (g) to effectively market contract training and service abilities of the public post secondary system
- (h) to assist institutions to design contract training activities
- (i) to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities
- (j) to provide a single contact point or referral agency when desired between purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
- (k) to enable institutions to produce surplus revenues in support of the institution

3.4.3 Structure of the Contract Training & Marketing Society

(a) Membership:

- (i) One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
- (ii) Despite (a) above, there will only be one vote per institutional member and one vote per institution for faculty/instructor representation.

(b) Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

(c) Membership Activities:

Approval of the annual business plan of the Society

(d) Director Activities:

Supervise and report the activities of the Society

- (e) Society Activities:
 - (i) to develop appropriate annual financial/business plans
 - (ii) to appoint staff as required to fulfil operational requirements
 - (iii) to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
 - (iv) to facilitate the co-ordination of contract training/marketing/career development activities
 - (v) to develop strategies for marketing contract training
 - (vi) to meet with potential "customers" to promote the system
 - (vii) to meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
 - (viii) to review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs
 - (ix) to liase with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
 - (x) to develop an inventory of contract training expertise of institutions

3.4.4 Administration

- (a) To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:
 - (i) to participate along with representatives of the Parties in training initiatives of the CTM
 - (ii) to assist with the development of an effective communication method at the local level
- (b) Parties to this Agreement will advise the CTM of:
 - (i) the names of institutional and bargaining unit members
 - (ii) the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM

- (c) CTM will send copies of invitations to tender and final contracts to the member(s) under 3.4.3(a)(i) above at affected institution(s) and to a designated representative of each of PSEA, FPSE and the BCGEU

CTM will annually provide the Parties and the Ministry of Advanced Education, Training and Technology with a report on its activities. This report shall include:

- ◆ A descriptive abstract of the project(s) undertaken by CTM
- ◆ The bargaining unit(s) involved and the monetary value to the institution involved in the project
- ◆ A listing of projects on which CTM was asked to bid but was not awarded and, if possible, a brief rationale of the reason(s) the project was not awarded.

3.4.5 Funding

The Parties recommend that funding continue to be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

3.4.6 Performance of Certain Work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by and in accordance with this Agreement at the institution. The allocation of work arising from a CTM contract will respect established practice and the jurisdictions established by local collective agreements, including collective agreements covering employees not covered by this Agreement. Allocation of work to employees other than bargaining unit members covered by this Agreement will occur only with the written agreement of the local parties.

3.4.7 Non-signatories

Where an institution is not a signatory to this Agreement, contracts for project work may be awarded through CTM on a case by case basis provided that the local parties mutually agree to adhere to the provisions of this Article.

3.4.8 Waivers

Where a waiver of any specific article in a collective agreement has been granted as per Article 3.4.4(b)(ii), JADRC will receive a copy.

3.5 Leave of Absence for College Committees and Union Leave

3.5.1 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

3.5.2 Union Leave

Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

3.5.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

ARTICLE 4 – PRIOR LEARNING ASSESSMENT

4.1 Definition

Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

4.2 Prior Learning Assessment as Workload

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

4.3 Training in Prior Learning Assessment

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

4.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

ARTICLE 5 – COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

- 5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and
- 5.1.2** belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
- (b) are given release time from usual duties to create and produce copyrightable work product, or
- (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

5.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to Article 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

5.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to Article 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

5.4 Joint Review

JADRC may, at the request of either party, review issues arising from the application of this Article.

ARTICLE 6 – JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

The purpose of this Article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this Article will be regularized.

Where this Article establishes a date for action, the parties responsible for taking the action may agree to another date.

6.1.2 Definitions

"Department" or "functional area" means the operational or administrative subdivision of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this Article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions
 - (ii) the types of appointment categories contained in the collective agreement
 - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
 - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
 - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
 - (vi) requirements relating to the accumulation of severance and the condition for payment of severance
- (b) Amendments to existing employee security and regularization provisions must include:
 - i. (1) entitlement to regularization after a period of time worked of at least two consecutive appointment

years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year.

or

- (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year
- (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
 - (i) entitlement to confirmation of appointment as a regular employee
 - (ii) requirements for a probationary period post-conversion of at least twelve months
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status
 - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
 - (v) limitations on concurrent regular appointment at more than one institution

- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
- (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses
- (x) implications for existing appointment types
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services

6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
 - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
 - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
 - (i) An agreement to:
 - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

- (2) maintain the current local collective agreement provisions respecting employee security and regularization,
- (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

6.1.6 Jurisdiction

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:
 - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC
 - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia
 - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.

- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

6.2 Program Transfers and Mergers

6.2.1 Notice of Program Transfer / Merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

6.2.2 Transfer/Merger Agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

6.2.3 Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

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.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
 - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
 - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
 - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
 - (ii) obtaining equivalent employment as a result of being listed on the Registry
 - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- (d) Implementation
 - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).

- (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible
- Employees are not eligible for listing on the Registry if they have:
- (i) had their employment terminated for just and reasonable cause;
 - (ii) accepted early retirement, or
 - (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

6.3.4 Rights for Registrants

- (a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants
 - (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
 - (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
 - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
 - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
 - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.
- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

- prior to the issuance of lay-off notice to employees under the local agreement, or
- by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,

whichever date is later.

The union shall be provided with a copy of each final plan for employee labour adjustment.

6.4.2 Menu of Labour Adjustment Strategies

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.

- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the institution.
- (c) Workload averaging that does incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

6.4.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.5 Contracting Out

6.5.1 Additional Limitation on Contracting Out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

6.5.2 Certain Inter-Institutional Arrangements Permissible

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

6.6 Education Technology/ Distributed Learning

6.6.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

6.6.2 In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

- 6.6.3** Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.
- 6.6.4** The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.
- 6.6.5** The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.
- 6.6.6** Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- 6.6.7** Employees shall not be required to deliver distributed learning programs/courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- 6.6.8** Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.
- 6.6.9** No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

ARTICLE 7 – LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. 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 upon the employee.

7.2 General Leave

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

7.3 Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. 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) 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 or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

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

7.9 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the employer.

7.10 Public Duties

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

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

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

7.11 Exchange Leave

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

7.12 Deferred Salary Leave

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

ARTICLE 8 – PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

- (a) “Common law partner” is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner’s child/children for taxation purposes.
- (b) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee’s collective agreement.

8.1.2 Entitlement

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

- 8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.
- 8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child’s birth and within fifty-two (52) weeks of the birth.

8.2.3 for an adopting parent, within 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:

Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.

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.

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.

An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

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.

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 Supplemental Employment Benefit for Maternity and Parental Leave

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

- (a) For the first two (2) weeks of maternity leave an employee shall receive on hundred percent (100%) of her salary calculated on her average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-

five percent (85%) of the employee's salary calculated on her average base salary.

- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the 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.
- (e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.4.2 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.

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

ARTICLE 9 – HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

9.1.2 Committee Mandate

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

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).

- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

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

9.1.3 Savings

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

9.1.4 Constraints

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

9.1.5 Costs of the Joint Committee

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

9.2 Specific Benefits

9.2.1 Benefit Provisions

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

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

(v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.

(vi) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.

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

(d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

9.3 Disability Benefits

9.3.1 The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

9.3.2 The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

9.3.3 Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

- 9.3.5** Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.
- 9.3.6** The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 – PENSIONS

10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

10.2 Existing Employees

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

ARTICLE 11 – EARLY RETIREMENT INCENTIVE

11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

11.2 Eligibility

- 11.2.1** An employee must be at the highest achievable step of the salary scale.
- 11.2.2** An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

ARTICLE 12 – SALARIES

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

12.2 Secondary Scale Adjustment

12.2.1 Effective April 1, 2006, all steps on secondary scales will be increased by one and one-half percent (1 1/2%) or by the increase of the first year (April 1, 2006 to March 31, 2007) total wage compensation of the BCGEU/BC Government Master Agreement, whichever is greater.

12.2.2 Despite Article 12.2.1 above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1.

12.3 Maintenance of Placement

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

12.4 Calculation of Pay

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

12.5 Overload

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

ARTICLE 13 – EFFECT OF THIS AGREEMENT

13.1

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in Article 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

13.2

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

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 3.2.6 - Suspension and Discharge Grievance Resolution
- Article 3.3 - Jurisdiction Dispute Resolution Process
- Article 3.4 - Contract Training and Marketing Society
- 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 6.7 – Educational Technology/ Distributed Learning

- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment

13.4

Any disputes over the application of this Article will be resolved through JADRC.

ARTICLE 14 – INTERNATIONAL EDUCATION

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

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

14.1 General

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

14.2 Expenses

- The employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to

travel, including appropriate transportation, accommodation and meal expenses.

- (b) The employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

14.3 Health and Welfare Benefits

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

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

14.4 Emergencies and Emergency Evacuation

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee

in advance of travel. A copy of this information will be provided to the union at the same time.

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

14.5 Orientation and Return

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

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

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

14.6 Application

Article 14 shall apply to local unions as follows:

14.6.1 Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:

- (a) That it agrees to retain the existing local International Education language without any changes, or

(b) That it chooses to adopt the International Education language of this Article 14.

14.6.2 Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

ARTICLE 15 – HEALTH AND SAFETY EQUIPMENT

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by Workers' Compensation.

ARTICLE 16 – TERM

This Agreement shall be in effect from April 1, 2004 to March 31, 2007, and shall continue in force until the renewal of this Agreement.

Amended

APPENDIX A

PROVINCIAL SALARY SCALE

STEP	April 1, 2003 to March 31, 2004	April 1, 2004 to March 31, 2005	Not later than August 1, 2005 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007
			See Note 1		See Notes 2, 3, and 4
				1	\$ 75,674 <u>\$ 1,513</u> \$ 77,187
1	\$ 73,257	\$ 73,257	\$ 73,257 <u>\$ 1,465</u> \$ 74,722	2	\$ 73,257 <u>\$ 1,465</u> \$ 74,722
2	\$ 68,238	\$ 68,238	\$ 68,238 <u>\$ 1,365</u> \$ 69,603	3	\$ 68,238 <u>\$ 1,365</u> \$ 69,603
3	\$ 65,445	\$ 65,445	\$ 65,445 <u>\$ 1,309</u> \$ 66,754	4	\$ 65,445 <u>\$ 1,309</u> \$ 66,754
4	\$ 63,048	\$ 63,048	\$ 63,048 <u>\$ 1,261</u> \$ 64,309	5	\$ 63,048 <u>\$ 1,261</u> \$ 64,309
5	\$ 60,651	\$ 60,651	\$ 60,651 <u>\$ 1,213</u> \$ 61,864	6	\$ 60,651 <u>\$ 1,213</u> \$ 61,864
6	\$ 58,254	\$ 58,254	\$ 58,254 <u>\$ 1,165</u> \$ 59,419	7	\$ 58,254 <u>\$ 1,165</u> \$ 59,419
7	\$ 55,857	\$ 55,857	\$ 55,857 <u>\$ 1,117</u> \$ 56,974	8	\$ 55,857 <u>\$ 1,117</u> \$ 56,974
8	\$ 53,460	\$ 53,460	\$ 53,460 <u>\$ 1,069</u> \$ 54,529	9	\$ 53,460 <u>\$ 1,069</u> \$ 54,529
9	\$ 51,063	\$ 51,063	\$ 51,063 <u>\$ 1,021</u> \$ 52,084	10	\$ 51,063 <u>\$ 1,021</u> \$ 52,084
10	\$ 48,666	\$ 48,666	\$ 48,666 <u>\$ 973</u> \$ 49,639	11	\$ 48,666 <u>\$ 973</u> \$ 49,639

* *Italicized denotes stipends*

Note #1: Add 2% to all steps of the Salary Scale as a result of “Net 0 money”

Note #2: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #3: An employee who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #4: The difference between the 1.5% increase on April 1, 2006 and the increase of the first year total wage compensation of the BCGEU / BC Government Master Agreement shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

APPENDIX B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.1 and is required under 2.3.2:

Rebecca Frame
Maureen Headley
Hanne Jensen
Catherine Sullivan

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

The parties agree that the addition to and replacement of the 2001-04 Common Agreement's list of investigators will as necessary be determined by JADRC.

APPENDIX C

DISPUTE REFERRAL FORM

Date: _____

EMPLOYER	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

UNION	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

APPENDIX D

LIST OF ARBITRATORS

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

Bob Blasina
Joan Gordon
Judith Korbin
Don Munroe

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

APPENDIX E1

REGISTRY OF LAID OFF EMPLOYEES - FORM 1

PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS

PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

APPENDIX E2

REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

- \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;
- Where an employer requires it, receipts must be submitted with the expense claim;
- Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;
- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

List of Eligible Expenses

Medical Travel: When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

Accommodation: Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

Meals: Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

Attendant: Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

Superior Benefits

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

Exclusions

No benefit shall be payable for:

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

Claims Adjudication

To claim benefits, the employee or dependent must:

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

APPENDIX G

DENTAL PLAN

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every nine (9) months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine (9) months

The employers' approval of the more frequent cleaning is not required.

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.12 of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective _____, 20__

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of _____ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

Number of additional year _____

Percentage per additional year _____

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

Signature of Applicant

Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

Signature of Employer

Date

LETTER OF UNDERSTANDING 1

JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL REVIEW

The Joint Administration Dispute Resolution Committee will review its own procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

LETTER OF UNDERSTANDING 2

EMPLOYEE SECURITY AND REGULARIZATION

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701
Faculty Association of the College of New Caledonia
College of the Rockies Faculty Association
University College of the Cariboo Faculty Association
Kwantlen Faculty Association
Malaspina Faculty Association
Malaspina University College BCGEU Unit #702
Okanagan University College Faculty Association
Okanagan University College BCGEU Unit #707
University College of the Fraser Valley Faculty and Staff Association
Northern Lights College BCGEU Unit #710
Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2001 Common Agreement.

LETTER OF UNDERSTANDING 3

CAPS ON PLACEMENT ON SALARY GRID

The Parties agree that, notwithstanding Sections 10-13 of the May 27, 2004 Protocol Agreement, local parties may table in local bargaining proposals concerning the adjustment or removal of caps on the placement of employees on the Provincial Salary Scale.

LETTER OF UNDERSTANDING 4

PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS

The Parties agree that it is in the interests of both the employee and the employers to enable an employee to remain at work when the employee is only partially disabled.

“Partially disabled” for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee’s instructional or non instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the employer’s legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 9.3.2 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier’s approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee’s subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the employee’s subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled “Administration of Partial Sick Leave and Partial Disability Benefits”, which the Parties agree shall be part of the “Policies and Procedures” sections of the Disability Management Handbook for the common disability benefits plan set out in Article 9.3 of the Common Agreement.

LETTER OF UNDERSTANDING 5

RESPECTFUL WORKING ENVIRONMENT

1. Preamble

The Parties recognize that certain types of conduct in the workplace may be inappropriate and may result in negative effects such as increased sick leave usage, increased short and long term disability leaves, and decreased levels of performance. Examples of such conduct are inappropriate behaviour, personal conflict, and bullying.

2. Mandate

The Parties agree that the local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and to enhance understanding on:

- (a) the identification and reduction of inappropriate conflict in the work place,
- (b) the effects of mental health issues in the workplace, and
- (c) the development and maintenance of a respectful workplace environment.

3. Local Joint Process

The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.

4. Expiry of this Letter

This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2004, unless otherwise agreed by the Parties.

LETTER OF UNDERSTANDING 6

COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

1. Purpose

- 1.1 The Common Faculty Professional Fund is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The fund is not meant to replace any existing development or educational funds.

2. Process

- 2.1 The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

- 3.1 The Common Faculty Professional Development Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

LETTER OF UNDERSTANDING 7

JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS (ARTICLE 9.2 & 9.3)

The Parties to this agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.

The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

Receipt of Reports and Recommendations

The recommendations of the Joint Committee on Benefits will be presented to the Parties according to the following schedule:

- 1) A preliminary report will be issued not later than six (6) months after the ratification of this Agreement;
- 2) A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

It is understood by both Parties that the recommendations will form the basis for discussions between the parties and that any identified savings may be used by the parties to enhance benefits during the term of this agreement. If agreement cannot be reached then any unresolved issues will be referred to the next round of bargaining.

The Parties agree that in the event that cost containment results in cost savings then a compensation trade-off among benefits may be negotiated.

Funding

The employers will pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Article 9.1.5.

LETTER OF UNDERSTANDING 8

2001 LOCAL NEGOTIATIONS

The parties agree that the following commitments as set out in the parties' March 30, 2001 joint Memorandum re "Local Negotiations" are continued as implemented at the applicable institutions during the term of the 2001-04 Common Agreement:

- Dental plan benefits coverage will be adjusted to ensure the coverage waiting period is no longer than three (3) months.
- Instructional assistant scales at Selkirk College will be adjusted to rates equivalent to eighty percent (80%) of the Provincial Salary Scale.
- In the event that a bargaining unit at Selkirk College opts to join the Disability Benefits Plan set up in Article 9.3, current employees as of March 31, 2002 will be entitled to non-recurring sick leave top-up of thirty percent (30%) of salary to a maximum of one hundred (100) days of sick leave top-up to be added to their short-term disability benefits.

The purpose of this Letter of Understanding is not to create new commitments or increases in benefits coverage but rather to confirm the continuation of such benefits increases as were specified in the joint Memorandum and that were implemented during the term of the 2001-04 Common Agreement.

**Common Agreement Negotiating Committees
2004-2007**

For the Employers:

John Waters, Spokesperson, the Post-Secondary Employers' Association PSEA
Ritu Rikhi, PSEA
Penny Fahlman, College of New Caledonia
Donna Lomas, College of the Rockies
Marian Exmann, Douglas College
Ken Tourand, Nicola Valley Institute of Technology
Jen Holden, North Island College
John Dafoe, Northwest Community College
Louise Krohn, Selkirk College
Gail Schmalz, Vancouver Community College

For the Unions:

Dan Bradford, BCGEU Co-Chair
David Streb, BCGEU Co-Chair Staff

Randy Dewar, BCGEU Local 707
Steve Iverson, BCGEU Local 701
Ian MacLean, BCGEU Local 712
Stuart Seifert, BCGEU Local 702
John Turner, BCGEU Local 710
Frank Thorogood, BCGEU Local 703
Al Walker, BCGEU Local 709