

Memorandum of Agreement

Between

**Camosun College
("the College")**

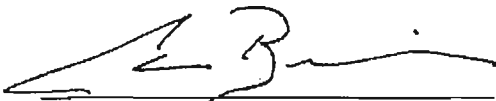
And

**Camosun College Faculty Association
("the Union")**

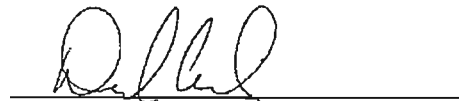
Subject to ratification by both parties, the Collective Agreement between them for 2004-07 consists of the following:

1. The 2001-04 local agreement provisions ("the Local Agreement") and the 2001-2004 Common Agreement, except where they are modified by other provisions of this memorandum.
2. The agreed items documented by signed green sheets.
3. The parties agree that the percentage wage increase applied to the new Step 3 to create a new Step 2A will be the same as the percentage wage increase applied to the old Step 1 to create the new Step 1 upon application of the "me too" provision in the Mid-Table Settlement Agreement.
4. The parties agree that Step 2A shall receive the same percentage or dollar increase (depending on method of allocation) as the top step in future rounds of collective bargaining. This increase shall not cause Step 2A to be higher than Step 2.

Agreed and signed on April 4, 2006



for the College
Ian Brindle



for the Union
Darryl Ainsley

Article 1.02
Union Proposal
April 21, 2005

1.02 Term

Add new clause:

- 1.02(a)(vi) To staff new and experimental instructional programs or projects, or to hire faculty to replace continuing faculty who accept an assignment to an experimental program or project. Experimental programs or projects are those that expand programming to new clientele groups, new locations, or new programs or courses. Term positions created under this clause are limited to two years and must be with the agreement of the union.

This proposal and the Union's counterproposal on Article 13.01(d), dated April 21, 2005, are contingent on the acceptance of—

- Union proposal #1, Article 1.02(c), bridging of term contracts
- Union proposal #2, Article 1.03, preparation time for new probationary or continuing employees

Dr. [Signature]
Sept. 30/05

[Signature]
Aug 30, 05

Article 1.02(c)
Union Proposal #1
May 5, 2005

Term Appointments

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

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

Any individual whose percentage of full-time employment is consistently 50% or higher for **two successive semesters or quarters** ~~the fall and winter semesters~~ shall have a single appointment which extends through both semesters or quarters. **For the purpose of this clause, May-June and July-August shall each be considered semesters.**

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

D. H. [Signature]
Sept 30/05

[Signature]
Aug 30, 05

Article 1.03
Union Proposal #2
May 20, 2005

Probationary Appointments

1.03 Probationary Appointments

- (a) A probationary appointment precedes a continuing appointment, except in the case of any former term employee who completed the equivalent of a probationary period while on term assignments.
- (b) Probationary appointments shall be made for positions with fifty percent (50%) or more of an annual workload. The duration of the probationary period shall be two (2) academic years, irrespective of percentage of full-time equivalent employment, minus the length of accumulated service in term positions which do not differ significantly from the position being offered.
- (c) The probationary period for continuing faculty who assume assignments in another department shall be two (2) ~~one (1)~~ academic years. No probationary period is required when the department to which the faculty member transfers is deemed by the appropriate vice-president to be similar in nature to the faculty member's original department. If continuing faculty have an unsuccessful probation in another department, they shall be re-instated in their previous position or in a similar position.
- (d) A faculty member with a new probationary or continuing appointment shall receive at least one week of paid preparation time at the start of the appointment.
- (e) As a minimum requirement, all employees on probationary appointments shall be evaluated within the first semester or quarter of their appointment and when eight (8) to ten (10) months remain in the probationary period, according to procedures established in writing for each school. The employee shall be informed of the School's evaluation procedures and standards with the letter of appointment. The methods, standards, and procedures of evaluation shall be fair and reasonable.

After any evaluation, should improvements be deemed necessary, the employee, in consultation with the dean, will develop a plan, with appropriate timelines, for attaining the additional skills and/or knowledge

required. The employee may apply to the Professional Development Fund for assistance in this regard.

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

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

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

D. L. L.
June 2/05
June 2/05

Article 1.04(b) & 1.04(c)
Agreed Provision
Union Proposal #31
June 9, 2005

Continuing Appointments

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

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

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

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

Dellaly
June 9, 05

June 9, 05

Articles 1.08, 1.09, 1.10, & 1.11

Agreed Provision

Union Proposal #14

June 27, 2005

Teaching Rights and Faculty Status of Administrators

1.08 Teaching Rights of Deans, Vice Presidents and the President College Administrators and Exempt Staff

(a) "College Administrators" for the purpose of Clauses 1.08 and 1.09 means Associate Deans, Deans, Associate Directors, Directors, Vice Presidents, and the President.

(i) Deans, vice presidents and the President College Administrators will have the right to may teach at any time if the need exists, but shall not displace a continuing faculty member from employment and will shall not teach more than one (1) section in any term or semester without the consent of the Union.

(ii) No additional payment for instruction will be made to deans, associate deans, vice presidents or the President College Administrators.

(iii) Deans, vice presidents, and the President College Administrators will are not be required to become members of the Union or to pay Union dues.

(iv) The appropriateness of the qualifications of the deans, vice presidents and the President College Administrators to teach will be determined by the responsible dean with in consultation with the appropriate responsible chair.

(b) 1.11 Other Union Exempt Administrators Employees

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

1.09 Faculty status for Deans, Vice Presidents and the President College Administrators and Other Exempt Employees

- (a) The rights stipulated in this clause apply to deans, vice-presidents and the President hired April 1, 1984, or after College Administrators who opt to pay the Union an annual fee in lieu of dues. The amount of the fee will be determined by the Union and will not exceed the percentage of gross salary charged to each faculty members for union dues.

The administrators stipulated above have the following rights:

- (a) (i) The right, at their own or the Employer's request, to transfer to a continuing faculty position in their field of expertise for which they are qualified if a vacancy exists, with the concurrence agreement of the appropriate dean in consultation with the appropriate vice-president and the department. These transfers shall take priority over applications from persons outside the College and will not interfere with rights for a continuing appointment as specified in Clauses 1.04(e)(i)–(iii).
- (ii) The right to have all service to the College in a professional capacity counted in placement on the salary scale.
- (b) In addition to the rights specified in Clause 1.09(a), faculty members who leave the bargaining unit to occupy an exempt position at the College, and who opt to pay the Union an annual fee in lieu of dues, have the following rights:
- (b) (i) The right to exercise bumping privileges as described in Clause 3.02 should the member be laid off from his or her exempt position.
- (e) (ii) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.
- (c) In order to obtain these rights, College Administrators and other exempt employees must begin to pay the annual fee to the union no later than three (3) months after assuming the exempt position. All rights will be extinguished if the exempt employee later opts to discontinue paying the fee.

4-10

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

Don't Andy
June 28/05

[Signature]
June 28, 05

Article 2.01
Agreed Provision
April 21, 2005

2.01 Term Right of First Refusal for Term Contracts

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

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

- (g) If two or more individuals qualify for an appointment under this clause, the appointment shall be granted to the individual deemed most qualified by the dean in consultation with the chair and other faculty within the department.


May 5/05


05/05/05

College Counter Proposal Nov 17, 2005

2.04 Disciplinary Processes

(a) Right to Union Representation

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

Deirdre
March 23, 2006

13
23/03/06

3. REDUCTION OF STAFF Layoffs NOVEMBER 22, 2005

3.01 Notification

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

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

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

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

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

The Employer will inform an employee of his or her right to have a Union representative present at any meeting which layoff or the potential for lay off is being discussed with an employee.

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

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

D. L. L.

March 23, 2006

23/03/06

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

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

3.03 Process

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

- (a) One (1) faculty member from the department which the transferee proposes joining, and one (1) from the department from which he/she is being laid off. These faculty members will be selected by the respective departments. These members will be resource persons and will not vote.
- (b) One (1) faculty member and one (1) administrator appointed by the Joint Labour Adjustment Committee from its membership.
- (c) One (1) dean from a school not affected by the transfer (appointed by the Vice President Education).
- (d) Two (2) faculty members from schools not affected by the transfer (appointed by the Union executive).

3.03 Retraining

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

shall be the employee's choice. The retraining may commence anytime within a twelve (12) month period after the termination date. The salary will be the monthly salary at time of termination.

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

3.04 Severance Pay and Reappointment

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

(a) Severance Pay

An employee shall receive severance pay calculated as follows:

- (i) Payment of one-half ($1/2$) of one (1) month's salary for each fulltime equivalent year of accumulated service to the College to a maximum equal to six (6) months of equivalent salary.
- (ii) Laid off employees have the choice of collecting their severance pay in one lump sum or in equal monthly installments paid for the duration of the period covered by severance pay.
- (iii) Should an employee be re-employed on a probationary or continuing contract before the expiration of the period of time covered by severance pay, the employee shall repay the Employer the unused portion of the severance pay within the first month of the commencement of the new appointment.
- (iv) Employees reappointed on continuing or probationary contracts who elected to receive their severance pay in equal monthly installments shall not receive severance pay for the unused portion of the severance period.
- (v) While receiving severance pay, the employee will not accumulate seniority or be eligible for College pension or other benefits. If the

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

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

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

(b) Reappointment

- (i) An employee with five (5) years' seniority or less shall be placed on a reappointment list for one (1) year. An employee with more than five (5) years' seniority shall be placed on a reappointment list for two (2) years.
- (ii) Should positions be reinstated in the same department, reappointment shall be based on seniority, subject to the individual qualifying for an available assignment.
- (iv) Should other term, probationary, or continuing positions become available in a department other than the individual's previous department, reappointment will be based on seniority amongst individuals eligible for reappointment who are deemed qualified for the position by the dean in consultation with the faculty in the relevant department. In all cases, individuals eligible for reappointment have priority for available positions up to the individual's percentage of full-time employment at the time of lay-off.
- (iv) When the qualifications are in question concerning an assignment in the individual's previous department, the adequacy of the qualifications shall be determined according to a process established by the Joint Faculty Administration Committee.
- (v) When the qualifications are in question concerning a position in another department, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02.

D. Kelly
June 28/05

[Signature]
June 28/05

Article 4.02
Union Proposal #7
April 3, 2006

Salary Range

4.02 Salary Range

Please refer to Appendix A of the Common Agreement for the ~~2001-2004~~ 2004-2007 salary scale.

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

	<u>Minimum Initial Placement</u>	<u>Maximum Initial Placement</u>	<u>Maximum Salary</u>
Category I	Step 10	Step 7	Step 2
Category II	Step 9 (Ph.D. Step 8)	Step 7	Step 1

• **Effective April 1, 2006:**

	<u>Minimum Initial Placement</u>	<u>Maximum Initial Placement</u>	<u>Maximum Salary</u>
Category I	Step 11	Step 7	Step 2A*
Category II	Step 10 (Ph.D. Step 9)	Step 7	Step 1**

***Category 1**

- As at April 1, 2006 Employees in Category I who have spent 12 months at Step 2 on the old salary scale shall progress to Step 2A.
- Employees in Category I who have spent less than 12 months at Step 2 on the old salary scale as at April 1, 2006 shall move to Step 3 on the new salary scale and then to Step 2A on their increment date.
- Employees in Category I who qualify for advanced placement under Article 5.01 while at, or prior to reaching, Step 3 of the new scale shall progress from Step 3 to Step 2 and then to Step 1 on their increment date.

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

****Category II**

- Employees in Category II who have spent twelve months at the old Step 1 by April 1, 2006 shall progress to the new Step 1 on April 1, 2006.
- Employees in Category II who have spent less than 12 months at the old Step 1 by April 1, 2006 shall move to the new Step 2 on April 1, 2006 and progress to the new Step 1 on their increment date.

[Signature]
April 4/06

[Signature]
April 04, 06.

Article 5.01
Union Proposal
March 30, 2006

5. INCREMENTS

5.01 Advanced Placement Upon Change of Qualifications

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

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

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


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

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

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

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

The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the Employer and the Union, shall process and review all applications related to item (e), and shall forward its placement recommendations to the appropriate vice-president.


April 04, 2006


April 4/2006

**Article 5.02
Union Proposal
March 17, 2006**

5.02 Increments for Service

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

Dulley

March 23, 2006

B

23/03/06

Article 6.04
Union Proposal #10
March 17, 2006

Complement of Chairs

6.04 Complement of Chairs

For each department (career program or subject cluster defined by the College) which consists of three (3) or more faculty, a chair shall be appointed. **Every faculty member shall belong to a department.** Each chair will have a reduced teaching load established from time to time by the dean or director and vice-president in consultation with the chair.

Dan Kelly
March 23, 2006

[Signature]
23/03/06

Appointment and Qualifications of Chairs

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

Members in the department in which a chair position is available shall be given first preference for the position and **Each chair position will be filled by a member of the given department unless there are no qualified suitable applicants from the department.** In any event, the successful candidate will be qualified in at least one (1) area of the department's expertise.

D. Link
June 2/05

June 2/05

Article 7.01(c)
Union Proposal #30
Agreed Provision
March 22, 2005

30. Workload

7.01(c) number of different courses and preparation time;

D. [Signature]
June 2/05

[Signature]
June 2/05

Article 7.03(c)
Union Proposal #12
Agreed Provision
May 5, 2005

Non-teaching Employees

7.03 Non-Teaching Employees and Non-Teaching Duties

- (a) Non-teaching employees shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period.
- (b) Chairs in non-teaching areas will receive release time proportional to those in instructional areas.
- (c) ~~Continuing Education (CE) and Contract Training & International Education (CT&IE)~~ **Continuing Education & Contract Training and Camosun International** Coordinators shall have a scheduled work week of thirty-five (35) hours per week averaged over a two (2) week period, plus unscheduled programming time up to an average of seven (7) hours per week. An annual programming assignment will be established by the Coordinator and the dean's designate, and approved by the dean. When a Coordinator and the dean cannot reach an agreement on the workload, the matter will be resolved in accordance with Clause 21 Resolution of Disputes.

[Handwritten signature]
June 2/05
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✓
June 2/05

Article 8.01
Union Proposal #5
Agreed Provision
March 22, 2005

Vacation

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

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

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

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

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

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

Term faculty members **with appointments of less than 12 months** whose appointments span the week between Christmas and New Year's

are not entitled to be paid for the three (3) non statutory days in that week, unless these three (3) days form a part of the faculty member's preparation time or other assigned work time, as stipulated in Clause 1.02 paragraphs 1 and 2. If the 3 days do not form a part of preparation time or other assigned work, the 3 days will be unpaid. These unpaid days will be included in whatever benefits or seniority the college is providing for the term employee.

W. L. King
April 22/05

B
Apr 22, 05

Article 9
Agreed Provision
April 21, 2005

9. PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day
Good Friday
Easter Monday
Queen's Birthday 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.

David Smith
April 21/05
1
3
Apr 21, 05

Article 10.01(c)
Union Proposal #26
March 22, 2005

SD

10.01(c) Reductions in Scheduled Development Time

Scheduled development time for faculty members, including faculty members in their year of retirement, is based on their employment in the previous development year. The following provisions apply, except as noted in 10(b) above:

FACULTY ON SEMESTER SYSTEM		FACULTY ON THE QUARTER SYSTEM	
Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development time in faculty members' next scheduled development period	Length of unassisted leave of absence based on continuing workload equivalent	Reduction in scheduled development in faculty members' next scheduled development period
Two (2) months or less Less than two (2) months	No reduction	Four (4) months or less Less than four (4) months	No reduction
		More than four (4) months and up to eight (8) months Four (4) to less than eight (8) months	One fourth (1/4) of a quarter reduction
More than two (2) and up to six (6) months Two (2) to less than six (6) months	One (1) month reduction	More than eight (8) months and up to twelve (12) months Eight (8) months to less than twelve (12) months	One half (1/2) of a quarter reduction
		Twelve (12) months	Three fourths (3/4) of a quarter reduction
More than six (6) months Six (6) months or more	No entitlement to scheduled development	More than twelve (12) months	No entitlement to scheduled development

D. L. G.
March 23, 2006

✓ 3
2/3/08/10/06

Article 13.01(d)
Agreed Provision
June 9, 2005

13.01(d) Arrangements for the leave must take into account that an employee's annual vacation entitlement will be reduced in proportion to the leave period. This reduction in vacation entitlement will result in an additional period of leave without pay unless there is a mutually acceptable work assignment available during the period which otherwise would have been vacation. During this additional period of leave, employees' benefits will not be affected, and they shall not have their vacation or Scheduled Development entitlement diminished further.

D. Kelly
June 28/05

College Counter Proposal June 2, 2005

14.02 Paternal Leave-Non-Birth Parent Leave

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

Daniel L. King
June 9/05

LB
June 9, 05

Article 15
Union Proposal
March 23, 2006

15.01 Sick Leave

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

Note: All employees accrued sick leave days prior to April 1, 2002. Term employees whose contracts were less than 50% or shorter than four months accrued sick leave days up to the date of ratification of the 2004-2007 Collective Agreement.

15.02 Accumulation Accumulated Sick Leave

- (a) Unused sick leave shall be cumulative to a maximum of two hundred fifty (250) working days and credited to the employee's sick leave account. A statement of cumulated leaves, effective March 31 of each year, will be available in each school office.
- (b) Deductions shall be made from sick leave entitlements in accordance with the following:
 - (i) All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) and subject to Clause 16, shall be charged against an employee's sick leave credits. Employees who are not eligible for, who are denied, or who are discontinued from the disability income plan shall be entitled to use their accumulation of sick leave credits, when the employee can present medical documentation of illness;
 - (ii) There shall be no charge against an employee's sick leave credit when his/her absence on account of illness or injury is less than one-half (1/2) day;

- (iii) ~~Where the period of absence on account of illness is more than one half (1/2) day but less than one (1) full day, one half (1/2) day only shall be charged as sick leave.~~

Pre-1988 Accumulation

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

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

15.06 Exchange of Sick Leave Payout Credits For Professional Development

- (c) **Faculty members may also use the accumulated sick leave referred to in whose sick leave credits were frozen at the March 31, 1988 level, per clause 10.02 15.02(a), may choose to exchange some or all of the frozen credits for approved faculty development time above the level of faculty development assured by Clause 10.01 of the Agreement.**
- (i) **The rate of exchange will be one (1) additional approved faculty development day for the payout credits of two (2) accumulated sick days. The payout credit will be reduced accordingly and cannot be re-accumulated prior to retirement.**

- (ii) The additional faculty development time, obtained through this exchange process, shall not accrue faculty development time and holiday entitlements when taken within the year immediately prior to retirement. The calculation shall be made from the end date of the development time. The number of sick days accumulated for use during illness shall not be reduced by the application of this clause.

Post-1988 Accumulation

- (d) All faculty members employed at the College on or after April 1, 1988, will accumulate sick leave at current rates but will not be eligible for a payout upon retirement. Any sick leave accumulated after April 1, 1988 shall not be converted to payout on retirement.

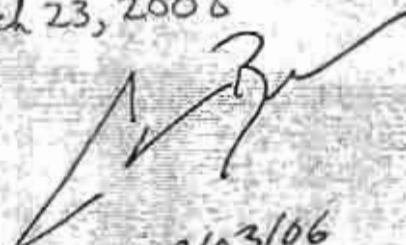
Payout on Death

- (d)(e) In the event of death, all 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.

15.05 Exchange of Sick Leave Payout Credits For Professional Development
Moved to 15.02(c).



March 23, 2006


23/03/06

Article 16.02
Agreed Provision
Union Proposal
May 20, 2005

16.02 Industrial Occupational Health and Safety

- (a) The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the ~~Factories Act~~ **Hazardous Products Act** or any other statute of ~~the~~ **applicable to the** Province of British Columbia pertaining to the working environment, shall be complied with. First Aid kits shall be supplied in accordance with ~~this section~~ **the Occupational Health and Safety Regulations of the Workman's Compensation Act.**
- (b) All ~~faculty~~ **employees** must attend a WHMIS Educational Seminar ~~Program~~ within the first two (2) months of employment. ~~Faculty Employees~~ **Employees** handling hazardous materials must also attend a training session within the first two (2) months of employment.

College Industrial Health and Safety Committee Joint Occupational Safety and Health Committee

- (c) The Employer agrees to establish and maintain a ~~College Industrial Health and Safety Committee~~. ~~The Industrial Health and Safety Joint Occupational Safety and Health Committee~~ shall be composed of at least four members, with representatives from administration, each union, and each major campus. The Union agrees to support the Employer in obtaining representatives to serve on the committee.
- (d) ~~The Industrial Health and Safety 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 ~~Industrial Health and Safety Joint Occupational Safety and Health Committees~~ shall be sent to the ~~President and Union executives~~. ~~Employees who are representatives of the Industrial Health and Safety Joint Occupational Safety and Health Committee~~ shall continue to receive the rate of pay they would have been receiving had they not been attending an ~~Industrial Health and Safety Joint Occupational Safety and Health Committee~~ meeting.

- (e) No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the Workers' Compensation Act in the opinion of:

- (i)(a) a member of the Industrial Health and Safety Joint Occupational Safety and Health Committee;
- (ii)(b) a person designated by the Industrial Health and Safety Joint Occupational Safety and Health Committee; or
- (iii)(c) a Safety Officer an officer of the WCB, after an on-site inspection and following discussion with the representative of the employer, does not meet the standards established pursuant to the Workers' Compensation Act.

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

Injury Pay Provision

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

Transportation of Accident Victims

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

Investigation of Accidents

- (h) The Industrial Health and Safety 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 President of the Union and President of the College on the nature and cause of the accident. In the event of a fatality, the Bursar/Vice-President, College Services Employer shall immediately notify the President of the Union of the nature and circumstances of the accident.

Industrial Occupational First Aid Requirements

- (i)(a) The Union and Employer agree that they shall comply with Occupational First Aid Regulations made pursuant to the Workers' Compensation Act.

- (j)(b) ~~Use~~On the advice of the Industrial Health and Safety Joint Occupational Safety and Health Committee, the ~~Bursar~~ Employer shall designate an employee as the First Aid Attendant at each major campus. The person so designated will normally be a member of CUPE and will receive the stipend approved in the CUPE Agreement.
- (k)(e) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements ~~on~~ the job, the cost of obtaining and renewing the Industrial Occupational First Aid Certificate shall be borne by the College, and where necessary, leave to take the necessary courses shall be granted with pay.
- (l)(d) When a member of the Union agrees to act as the designated First Aid Attendant at any campus, the member shall receive a stipend equivalent to that received by a CUPE employee having similar first aid qualifications.

Safety Courses

- (m) The Industrial Health and Safety 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.
- (n) Union representatives on the Joint Occupational Safety and Health Committee are entitled to an annual educational leave in accordance with the Workman's Compensation Act.

Paul G. [Signature]
June 2/05

1-3 [Signature]
June 02/05

Article 18.01
Employer Proposal
Agreed Provision
May 20, 2005

18.01 Retirement Allowance

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

D. H. G.
June 2/03

B
June 2/05

LETTER OF AGREEMENT

between

Camosun College

and

the Camosun College Faculty Association

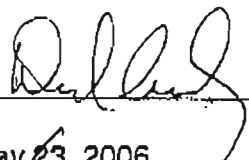
Re: Phased Retirement

Camosun College ("College") and Camosun College Faculty Association ("Union") hereby agree to incorporate the following article into the Collective Agreement on receipt of the approval of the **College Pension Plan Board of Trustees Pension Board of Trustees**.

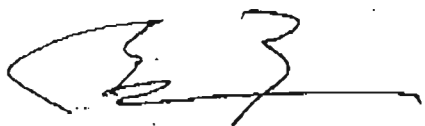
If the **College Pension Plan Board of Trustees Pension Board of Trustees** does not provide approval of the article, the parties agree to negotiate in good faith to reach agreement on an alternative plan and article satisfactory to the Union, the College, and the **College Pension Plan Board of Trustees Pension Board of Trustees**.

Signed for the Camosun College
Faculty Association

Signed for Camosun College



May ³⁰23, 2006
30



May ³⁰23, 2006

18.04 Phased Retirement

Faculty 55 years of age or older and with 10 years or more employment in the College who **have plan to retired** are eligible to apply for phased retirement positions in their department or work area.

The establishment of each such position requires the agreement of the **appropriate** vice-president. Information concerning whether or not the vice-president will agree to the creation of a phased retirement position in a given department or work area will be made available to those faculty members applying for such a position.

A phased retirement position is a 50% appointment which will extend until the employee reaches the provincial mandatory retirement age, ~~subject to the lay-off provisions of clause 3.01(a).~~

In no instance shall the elimination of a phased retirement position take place prior to ~~twelve (12)~~ **twenty-four (24)** months after commencement of the initial assignment, **and any notice of layoff shall not be issued until after this initial twenty-four (24) month period.** In the College's annual budget process the positions temporarily designated as phased retirement positions will be considered regular continuing positions.

The search to fill phased retirement positions will be restricted to faculty ~~who are about to retire and~~ who have worked in the department or work area in which the position is being offered. To be eligible, candidates must meet the age and service requirements and must ~~terminate~~ **discontinue** their employment with the College ~~for a minimum of one (1) full day.~~ The College will fill the phased retirement position within one (1) month of the creation of the vacancy. If the remaining 50% position is to be filled, it will be filled in accordance with the College's normal selection procedures.

Following the termination of their employment with the College, faculty in this plan may commence their receipt of pension benefits subject to the terms of and their eligibility under the College Pension Plan. ~~Faculty in this plan may after the discontinued service begin drawing pension income. While working in this plan the employee is on phased retirement, the employer's former pension contribution will be pro rated and placed into an employee nominated RRSP plan.~~

There is no other cash or bonus incentive to this plan.

Phased retirement faculty covered under this article will have the same rights and benefits as 50% continuing faculty except for those limitations established by the B.C. Pension Corporation and are not subject to the probationary provisions of Article 1.03. Phased retirement faculty will have the same performance review obligations as 50% continuing faculty members.

~~In the event of reduction to faculty in the phased retirement faculty member's department or work area, the order and category of lay-off shall be term faculty, probationary faculty, faculty with 2 - 10 years of employment with the College,~~

~~phased retirement faculty and faculty with more than 10 years of employment with the College. Further, in the event of reduction of faculty affecting a phased retirement position, the phased retirement faculty member shall have right of first refusal for term work in those departments or work areas for which he/she is qualified up to a 50% workload. Should a 50% assignment not be available within any twelve (12) month period, the phased retirement faculty member shall be offered severance pay at the rate entitled by his/her total years of service at the College. Such severance shall terminate any further contractual obligation of the Employer to the faculty member employed under this clause.~~

Work patterns will be for a twelve (12) month period at a fifty percent (50%) workload unless the employer and the employee agree otherwise. The faculty member's part time work schedule will be by mutual consent but the employee's proposed schedule shall not be unreasonably denied. Disputes will be resolved in accordance with the College's normal dispute procedures.

Employees who moved into phased retirement prior to July 31, 2003 shall not be adversely affected by changes to the program.

D. L. King
May 30/06

[Signature]
May 30/06

Article 21
Union Proposal #29
Agreed Provision
June 9, 2005

Grievance Procedure

21. RESOLUTION OF DISPUTES GRIEVANCE PROCEDURE

21.01 Resolution of Disputes or Complaints

Under the terms of this clause, individual faculty members, the Employer and/or the Union as a whole may raise complaints or attempt to resolve disputes concerning the administration, application, interpretation or alleged violation of this Agreement; or any question as to whether the matter is arbitratable; or other matters relating to employment at the College.

The Union and the Employer agree to attempt to resolve disputes and complaints at the earliest possible stage through procedures which bring together the concerned faculty member(s) and the appropriate excluded administration for frank and open discussion. A faculty member registering a complaint is entitled to have a representative of the Union present for such discussions.

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

Discussions shall proceed according to the following sequence:

(a) Informal Dispute Resolution

Step one

The complainant first discusses the complaint or dispute with the appropriate administrator in an effort to resolve the matter promptly and informally.

Step two

Failing resolution at step one, either party may, on a case by case basis, refer the matter to a mediator assigned on a rotational basis from a list of mediators agreed to by the Union and the Employer. The parties may, by mutual consent, appoint a mediator that does not appear on the list of mediators agreed to by the Union and the Employer. If the mediator is not able to mediate a resolution to the dispute or complaint consistent with the Collective Agreement within twenty (20) working days, the dispute or complaint may be referred to formal grievance.

All mediators on the list will receive training in mediation, with any costs to be shared equally by the Union and the Employer.

(b) Formal Grievance Procedure

All formal grievances shall be initiated by the Union.

Step Three—President

Failing a resolution at step one or two, the President shall receive written submissions from both parties. The respondent shall submit its response within fifteen (15) working days from the date on which the President received the complainant's submissions. The President retains the option of calling the parties together to seek or recommend a resolution. Should no resolution acceptable to the parties be achieved, the President will provide a written decision within 10 (ten) working days of receiving the respondent's submissions. The President may also request the two parties to consider further alternatives. If the Union determines within 10 (ten) working days of receipt of the President's written response, that the decision is not acceptable, the Union has the option of taking the grievance to Arbitration.

21.02 Step Four—Arbitration

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

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

Notwithstanding the foregoing, the Union and the Employer may agree to use a single arbitrator. The parties will share the cost of the single arbitrator equally.

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

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

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

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

Each party shall pay:

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

21.032 Variation of Procedure

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


June 28/05


June 28/05

Article 22.02
Union Proposal #33
Agreed Provision
March 22, 2005

Membership

22.02 Membership

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

Paul [unclear]
May 5/05

[Signature]
05/05/05

Article 23.04
Agreed Provision
Union Proposal #34
May 20, 2005

Release Time

23.04 Release Time

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

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

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

(b) Professional Meetings

(a)(i) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with his/her dean up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of the College and Institute Educators Association (C.I.E.A.) Federation of Post Secondary Educators (F.P.S.E.) of British Columbia or registered professional associations.

(b)(ii) Up to four (4) times a year during the 3:30 - 5:30 p.m. period, faculty members covered by this agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the Union. The dean may cancel the classes or make other arrangements at her/his discretion.

D. Kelly
June 9/05

3
June 09/05

Article 25
Union Proposal #35
May 5, 2005

Use of Terms

25. USE OF TERMS

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

The term "Coordinator" refers to faculty positions within the following areas: Continuing Education, Cooperative Education, and Contract Training, and Camosun International Education.

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

Darrell
May 5/05


05/05/05


Article 26
Union Proposal
March 23, 2006

26. TERM OF AGREEMENT

26.01

This Agreement shall be binding and remain in full force and effect from the 1st day of April, ~~2001~~ **2004** through the 31st day of March, ~~2004~~ **2007** and shall continue in force until the renewal of this Agreement.


March 23, 2006


23/03/06.

Article 27
Agreed Provision
April 21, 2005

27. ARBITRATION COLLECTIVE BARGAINING

- (a) No later than January 31 of the year in which ~~three~~ (3) months prior to the expiry of the Collective Agreement expires, the two parties shall agree to a period of time for negotiations which shall extend to at least one (1) month after the expiration date of the Agreement. The negotiating period can be extended with the agreement of the two parties.
- (b) If thirty (30) days after the expiry of this Agreement, or of the award of an arbitration board, or at the conclusion of a period of negotiation agreed to by the parties, whichever is longer, no agreement has been reached between the parties as to the terms of a new agreement, either party may refer the matters in dispute to a Board of Arbitration, as determined in (c) of this section. The decision of the Board of Arbitration shall be binding on the parties to this Agreement until the next anniversary date of the Agreement.
- (c) On or before the date of conclusion of the period of negotiation agreed to by the two parties, should there be no agreement between the parties as to the terms of a new Collective Agreement, the parties shall reach a decision as to the form of compulsory binding arbitration which shall be used.
- (d) Either party or both parties may refer unresolved matters to the mediation services of the Labour Relations Board, prior to referring the dispute to binding arbitration, with the costs of the mediation to be shared equally by the two parties.

David Lamb
April 21/05


[Signature]
Apr 21, 05

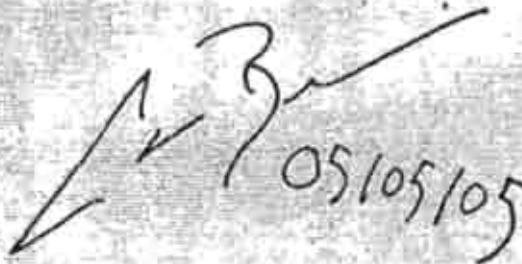
Article 34
Union Proposal #13
Agreed Provision
May 5, 2005

No Discrimination

34. NO DISCRIMINATION

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


May 5/05


05/05/05

**Appendix A
Union Proposal #28
December 9, 2005**

PD Committee

APPENDIX A

PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

The Committee shall consist of faculty representatives as follows:

- (a) One from Access and First Nations**
- (b) Two from Arts and Science**
- (c) One from Business**
- (d) One from Health and Human Services**
- (d) One from Trades and Technology**
- (e) Two (total) from other than the above named schools, including the Registrar's Office, Technology and Learning Support, CT/CE, International Education, Co-operative Education and Systems Development, and Education Support and Development**
- (f) Two elected by the Camosun College Faculty Association (one who becomes chair and one other elected member)**

The Committee shall also include two deans, directors, associate deans, or associate directors.

~~The Committee shall consist of:~~

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

2. TERM OF OFFICE

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

3. CHAIRPERSON OF THE COMMITTEE

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

4.3. DUTIES OF THE COMMITTEE

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

Deborah
March 23, 2006

[Signature]
23/03/06

Appendix D
Agreed Provision
April 21, 2005

APPENDIX D

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

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

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

Moved to Body of Agreement

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

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

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

Deirdre
April 21/05

[Signature]
Apr 21, 05

Union Common Agreement Proposal March 28, 2006

35. Local Implementation of Common Agreement

The Common Agreement dated April 1, 2004 to March 31, 2007 and attached herein forms a part of this Collective Agreement with the following amendments.

(a) Article 2.3.4: Replace the third paragraph with the following:

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.

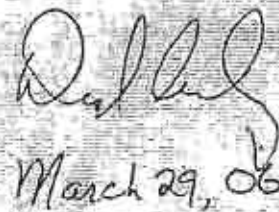
(b) Article 2.3.5(c): Add to the third sentence ("The report should refer to individuals involved by initials only"): "... or by number where needed to protect confidentiality."

(c) Article 3.2.4: The statement in the first paragraph "Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties" is understood to mean that referrals occur after Step 3 of the local resolution of complaints and grievance procedure.

(d) Article 3.2.6: The statement "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" is understood to mean that referrals occur after Step 3 of the local grievance procedure.

(e) Article 14.1(d): The clause shall be interpreted having regard to the particular nature of the international assignment.


March 29, 06


March 29, 06

Letter of Agreement
Agreed Provision
April 21, 2005

LETTER OF AGREEMENT

between

THE CAMOSUN COLLEGE BOARD OF GOVERNORS
And

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: Expenditure of Equity Funds

Local bargaining/equity funds (\$110,556.00) will be allocated in the following order of priority:

- a) The Employer shall adjust the salary scale placement by one additional increment effective January 1, 2002, for an identified group of employees agreed upon between the Employer and the Union for the purpose of addressing inequities that have resulted from past scale placements and/or increment advancement for such employees.
- b) Any monies remaining will be allocated to fund professional association membership fees in accordance with the following:
Where the employer requires as a condition of employment that a continuing or probationary faculty member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such a membership.
- c) Any monies remaining will be allocated to the Professional Development fund in addition to the current annual allocation required by article 10.04 (formerly).

If there is insufficient funding for a), then b) and c) will apply.

SIGNED for the Camosun College
Faculty Association

SIGNED for the Camosun College
Board of Governors

President

Chairman

Date

Date



June 21/05

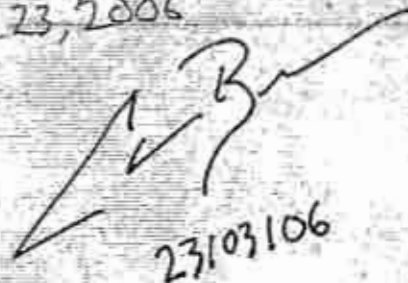

June 04 05

**Letter of Agreement
Union Proposal
March 17, 2006**

Re: Post-Ratification Process for Amendment of the Collective Agreement

1. The parties agree to address the following topics with the process described in this letter of agreement:
 - (a) Regularization, including persistence of regularization rights: clause 1.04
 - (b) Joint Faculty Administration Committee: including clauses 1.04(f), 3.04(b), 6.03, 7.01, 15.04(e), 29(b), and Appendix C.
 - (c) Layoffs: Clauses 3.01 and 3.03
 - (d) Process for determining the suitability of qualifications of faculty members pursuant to clause 3.02
 - (e) Manners in which the College and the Union can respond to increased market competition and other external factors which adversely affect the College, the Union, and its members.
 - (f) Department size and structure
2. The parties agree to discuss the above topics after ratification of this agreement with the aim of achieving mutually agreeable amendments. Failing agreement on any amendment, the language contained in the 2004-2007 collective agreement shall prevail.
- ~~3. The articles subject to this process shall not be altered as part of any arbitration process as per Article 24 of the protocol agreement.~~
43. Discussions on these topics will conclude within a timelines to be agreed on. These timelines may be extended by mutual agreement.


March 23, 2006


23/03/06

November 22, 2005

Professional Fees (new)

The College will reimburse continuing and probationary employees for annual dues they expend for membership in a professional association if the membership in the professional association is required as a condition of employment by the College.

[Signature]

March 23, 2006

[Signature]

03/23/06