Collective Agreement

between

Camosun College

and the

Camosun College Faculty Association

For the term of
April 1, 2019 – March 31, 2022

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

BETWEEN:

CAMOSUN COLLEGE

(hereinafter called the “Employer”)

OF THE FIRST PART

AND THE

CAMOSUN COLLEGE FACULTY ASSOCIATION

(hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the Board is an Employer within the meaning of the Labour Code of British Columbia Act;

AND WHEREAS the Camosun College Faculty Association is a certified bargaining agent for faculty 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:

1. APPOINTMENTS TO FACULTY

1.01 Initial Appointments

Initial appointments shall be either probationary for a two (2) year period or term as outlined in Clause 1.02.

Subsequent appointments shall be either probationary, continuing, or term as outlined below.

1.02 Term Appointments

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

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

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

(b) When seniority is calculated, accumulated service on term appointments shall include earned vacation, whether taken as time off or as payment in lieu. In instances when vacation pay is received, not vacation time, the seniority earned shall be the same as if the Employee had been credited with vacation time. In other words, earned seniority shall not be diminished as a result of a Faculty Member earning payment in lieu rather than vacation time. In these instances, seniority will be calculated by multiplying the employment period by 1.2.

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

Appointments for periods other than a standard full semester 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 shall have a single appointment which extends through both semesters. If an individual’s percentage of fulltime employment at the beginning of the second semester differs from the percentage at the end of the first, the period between the semesters will be paid according to the percentage of employment in place at the beginning of the second semester. For the purpose of this clause, May-June and July-August shall each be considered semesters.

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

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

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

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

(e) Internships - The Employer may create a limited number of faculty internship positions, each of which requires the approval of the Union.

Each internship position shall be for a one (1) or a two (2) year period, with a workload from fifty percent (50%) to one hundred percent (100%). The Employee hired for each position will have no more than one (1) year of college-related experience in the Employee’s field of expertise. The approved staffing profile will not be increased by the addition of interns.

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

(f) Service accumulated during term appointments shall be credited toward seniority and all other benefits for which the Employee is eligible. In those instances in which the length of the appointment has permitted adequate time for regular faculty evaluation procedures to be applied, and where such evaluation has been fully satisfactory, all service accumulated will be credited toward the probationary appointment, provided that the conditions of the term assignment do not differ significantly from the position being offered. Service credited towards probation under this clause will be counted in terms of percentage of full-time employment, with two (2) full-time equivalent years required for completion of the equivalent of probation.

Should a Faculty Member accept a probationary appointment prior to completing two (2) full-time equivalent years of service on term appointments, the length of probation will consist of two (2) years minus the FTE time on term contracts. The remaining probation will be counted in aggregate, not FTE time.

(g) Right of First Refusal

(i) Term Faculty Members employed for two (2) semesters for the equivalent of two (2) consecutive academic years shall have the right of first refusal for the same or an equivalent term assignment in the next employment period, subject to successful evaluations.

(ii) In the case of assignments which occur annually for only one (1) semester, a term Faculty Member shall have the right of first refusal for that assignment when the Faculty Member has been employed on that assignment three (3) consecutive times and has been successfully evaluated.

(iii) A Faculty Member, following successful evaluation and completion of the required number of semesters as defined above, shall obtain this right of first refusal by filing an application with the office of the Dean or Director.

(iv) The Employer may not deny an individual first refusal rights under this clause as a result of having neglected to carry out evaluations of the Employee.

(v) First refusal rights remain in effect for one (1) year from the date of termination of the most recent term appointment and are renewed with each subsequent term appointment unless there is a break of more than one (1) year between appointments.

(vi) Without relinquishing the rights stipulated in this clause, a Faculty Member may refuse employment for one (1) semester after each two (2) semesters of employment in order to provide the Employee with the equivalent of a regular vacation period.

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

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

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

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 full-time equivalent 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 one (1) academic year. 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.

1.04 Continuing Appointments

(a) A Faculty Member who has successfully completed a probationary appointment shall automatically receive a continuing appointment at the same or higher percentage of employment as on the probationary contract.

(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, they can only do so if there is a vacancy for which the Faculty Member is qualified subject to the provisions of Clause 1.04(e) or if there was an agreement specifying the duration of part-time employment prior to that member becoming part-time.

(c) A Faculty Member with a continuing part-time appointment shall be granted first refusal for increased employment in the same department, when, in the judgment of the Dean or Director, in consultation with faculty and the Chair, the Faculty Member is fully qualified to perform the duties comprising the additional workload. Should more than one (1) continuing part-time Faculty Member be qualified for 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.

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

(d) Transition from Term Appointments to Probationary or Continuing Appointments.

Any Faculty Member on a term appointment, other than indefinite term, shall upon application to Human Resources be granted probationary or continuing employment, subject to the following conditions:

(i) He/she must have been appointed to a term position through the normal school selection procedures in effect at the time of his/her appointment.

(ii) He/she must have completed a *minimum appointment* in each of two (2) semesters or three (3) quarters in each of two (2) consecutive years. The *minimum appointment* has two required elements:

1. Employment of at least twelve (12) weeks in a semester or at least nine (9) weeks in a quarter.
2. Employment averaging at least forty percent (40%) of full-time employment in the twelve (12) or nine (9) week period.

The resulting full-time equivalent employment over the two year period must be at least thirty (30) weeks, i.e. an average workload of at least fifty percent (50%) in a year.

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

1. The Faculty Member must have been successfully evaluated according to established evaluation procedures under Article 28.

2. An assignment averaging at least fifty percent (50%) of full-time employment, with a minimum of forty percent (40%) at any given time, based on the normal workload of a full-time instructor in the relevant department, shall be available over two (2) semesters in the next year. The Employer is obligated to offer continuing employment when the annual budget and operating plan indicate that an assignment to the level stipulated above will be available. When the Employer concludes that sufficient work is not available to offer an individual a continuing contract, the Employer shall inform the individual and the Union in writing of the reasons for the decision.

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

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

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

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

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

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

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

(i) Laid off with reappointment rights, according to the provisions of Clause 3.04(b).

(ii) Employees with part-time continuing appointments, in the same department, according to the provisions of Clause 1.04(c).

(iii) (a) Term Employees in the same department who have met the conditions necessary to convert to a continuing contract as described in Clause 1.04(d).

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

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

(iv) Administrators with rights under Clause 1.09.

(v) Candidate selected through competition for the position.

(f) Job Sharing

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

1.05 Letter of Acceptance of Appointment

The Union shall receive copies of each letter of acceptance of appointment.

1.06 Selection of New Faculty

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

1.07 Seniority

For Employees on continuing or probationary contracts, seniority shall be based on all service on term, probationary, or continuing contracts where no break in service exceeds two years. Seniority for part-time contracts shall be pro-rated. A seniority period will be established and reported for each continuing or probationary Employee. An updated seniority list will be supplied to the Union at least annually.

Service seniority shall include all continuous service with the Public Service of British Columbia prior to the meld that took place on October 1, 1975. Seniority continues to accrue during all leaves of absence.

1.08 Teaching Rights of College Administrators and Exempt Staff

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

(i) College Administrators may teach at any time if the need exists, but shall not displace a continuing or probationary Faculty Member from employment and shall not teach more than one (1) section in any term or semester without the consent of the Union.

(ii) No additional payment for instruction will be made to College Administrators.

(iii) College Administrators are not required to become members of the Union or to pay Union dues.

(iv) The appropriateness of the qualifications of College Administrators to teach will be determined by the responsible Dean or Director in consultation with the responsible Chair.

(b) Other Exempt Employees

Other exempt 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 and receive payment for duties above and beyond their management responsibilities and pay prorated Union dues to the Union. In no case will an exempt Employee, by accepting a faculty position, displace a continuing or probationary Faculty Member.

1.09 Faculty Status for College Administrators and Other Exempt Employees

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

The administrators stipulated above have the following rights:

(i) The right, at their own or the Employer's request, to transfer to a continuing faculty position for which they are qualified if a vacancy exists, with the agreement of the appropriate Dean or Director in consultation with the appropriate Vice-President and the department. These transfers shall take priority over applications from persons outside the College and will not interfere with rights for a continuing appointment as specified in Clauses 1.04(e)(i)—(iii).

(ii) The right to have all service to the College in a professional capacity counted in placement on the salary scale.

(b) In addition to the right specified in 1.09(a), Faculty Members who leave the bargaining unit to occupy an exempt position at the College, and who opt to pay the Union an annual fee in lieu of dues have the following rights:

(i) The right to exercise bumping privileges as described in Clause 3.02 should the member be laid off from their exempt position.

(ii) The right to have all service to the College in a professional capacity counted in calculation of faculty seniority and placement on the salary scale.

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

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

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

2. TERMINATION OF APPOINTMENT

2.01 Resignation

Employees will give the Employer 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. Where notice of less than one (1) month is given, only those separation payments provided by statute will be paid.

2.02 Probationary Appointments

An Employee while on a probationary appointment may be terminated as a consequence of evaluation, as set out in Article 28, or under the provisions of Clause 2.03. In lieu of notice, severance pay equivalent to two (2) weeks' salary will be provided.

2.03 Disciplinary Process

(a) Right to Union Representation

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

(b) Suspensions

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

Cause shall be defined to mean:

(i) Gross misconduct; or

(ii) Persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated to the Employee in writing); or

(iii) Professional incompetence related to faculty responsibilities; or

(iv) Demonstrated unsuitability for the position.

(c) Termination for Cause

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

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

(d) Burden of Proof

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

3. LAYOFFS

3.01 Layoff Notification

(a) When a layoff is necessary due to changes of enrollment, the deletion of a program, technological changes or insufficient operating funds, an Employee shall be entitled to notice as follows, excluding annual holidays:

Four (4) months' notice	Probationary and Continuing Employees with three (3) years of service or greater, irrespective of percentage of full-time equivalent employment.
Two (2) months' notice	Term, and Probationary and Continuing Employees with less than three (3) years of service, irrespective of percentage of full-time equivalent employment.

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

(b) In the event that the availability of additional employment is known before the designated layoff date, such that the Employee is able to continue without an interruption of greater than two (2) weeks, exclusive of vacations, the effective layoff date will be delayed to the end of the additional assignment. All benefits in effect at the

original layoff date will continue during this extension, but no subsequent notice period will be given, nor will the period for exercising ‘bumping' privileges be extended.

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

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

Whenever possible, an Employee shall be given an opportunity to serve the College in some other capacity for which the Employee is qualified. This clause applies to all Employees, including those on leave at the time of layoff.

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

3.02 Transfer and Bumping Process – Probationary and Continuing Employees

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

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

(b) Three (3) Faculty Members appointed by the Union from schools not affected by the transfer.

(c) Two (2) administrators appointed by the Employer from schools not affected by the transfer.

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

3.03 Retraining – Probationary and Continuing Employees

(a) An Employee who is to be laid off, who is not judged to be qualified to transfer to another position occupied by an Employee having less seniority as provided in Clause 3.02, and who has served the College for at least five (5) years, shall receive paid leave of up to eight (8) months, if required, in order to qualify for an available position at the

College. An available position is one which, within two (2) months of the time the layoff is given, is vacant or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.04 shall apply.

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

3.04 Severance Pay and Reappointment – Probationary and Continuing Employees

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

(a) Severance Pay

An Employee shall receive severance pay calculated as follows:

(i) Payment of one-half (1/2) of one (1) month's salary for each fulltime equivalent year of accumulated service to the College to a maximum equal to six (6) months salary.

(ii) 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, the Employee will only be eligible to receive the portion of the original severance pay that was not received or which was repaid to the College at the time of rehiring plus any additional severance pay earned through the latest appointment.

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

(vi) 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 individual’s previous department, reappointment shall be based on seniority, subject to the individual qualifying for an available assignment.

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

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

(v) When the qualifications concerning a position in another department are in question, the adequacy of the qualifications shall be determined by a committee with the membership stipulated in Clause 3.02.

4. PLACEMENT ON SCALE

4.01 Placement

For purposes of placement on the salary scale an Employee shall be assigned to one (1) of the following categories:

(a) Category I:

An Employee in this category will normally hold a degree from a recognized university at the Bachelor’s level, or a combination of university, college or other training and work experience deemed to be equivalent to four (4) years of study at the college/university level.

(b) Category II:

An Employee in this category will normally hold a Master's degree, a Bachelor's degree plus a teaching certificate or instructor's diploma, or equivalent professional certification, which represents at least 5 (five) years of study at the college/university level.

4.02 Salary Range

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

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

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

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

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

4.03 Recognition of Work Experience and Additional Education for Initial Placement

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

(a) Each year of teaching or relevant work experience in a college, technical institute, vocational school, secondary school, university or any educational setting in which the Employee's work was similar in essence to the Employee's Camosun assignment.

(b) Each year of relevant work experience in a setting other than that stipulated in (a) to a maximum of 4 steps. Relevant work experience in excess of 4 years will be credited with one step for every two years.

(c) Completion of an additional degree at the Bachelor's, Master's, or Doctoral level at a recognized university or college relevant to the College role of the Faculty Member, beyond the minimum requirements in Clause 4.01 and 4.02.

(d) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements in Clause

4.01 and 4.02. No more than one increment shall be claimed under this clause for a single program of study and an increment shall not be awarded for the same period of study under both (c) and (d).

(e) Completion of professional certification equivalent to at least one (1) year of advanced study, relevant to the College role of the Faculty Member.

(f) Completion of a teaching certificate or instructor's diploma.

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

4.04 Initial Placement Procedure

Employees' initial salary placement shall normally be according to the terms of Clauses 4.01 through 4.03. The initial placement procedure, including maximum placement on the scale, applies to all Faculty Members new to the College, and to all Faculty Members who have had a break in employment with the College of 36 months or longer.

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.

The administration shall include along with the letter of appointment an information packet including an explanation of the calculations leading to the Employee's initial placement on scale referenced to Clauses 4.01 through 4.04.

To attract specialized personnel, or to facilitate transfer of continuing Faculty Members from other B.C. colleges, universities and institutes, the administration may, with the agreement of the Union, offer placement on the salary scale above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement.

4.05 Payment of Salaries

All Employees shall be paid bi-weekly (every second Friday).

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 the Employee's current placement by one (1) Step for each of the following, upon presentation of transcripts and/or verified documentation:

(a) The completion of an additional degree at the Bachelor's, Master's, or Doctoral level, at a recognized university or college.

(b) Completion of one (1) academic year of advanced study, or the equivalent in part-time studies, relevant to the College role of the Faculty Member, beyond the study leading to the degree(s) and/or certification credited to meet the minimum requirements for the Faculty Member's salary category.

(c) Completion of professional certification equivalent to one (1) year of advanced study relevant to the College role of the Faculty Member.

(d) Completion of a teaching certificate or instructor's diploma.

(e) Completion of a period of research, work experience, or private study, or a combination, equivalent to one (1) academic year of advanced study, or the equivalent in part-time study, relevant to the College role of the Faculty Member. All activities related to this clause must be PLANNED IN ADVANCE by the Faculty Member and APPROVED IN ADVANCE by the Advanced Placement Review Committee. The Advanced Placement Review Committee, as outlined in a Letter of Agreement between the Employer and the Union, shall process and review all applications related to this clause and shall forward its placement recommendations to the appropriate Vice-President.

(f) Completion of a second Journeyman Certificate, following a formal approved program of study with a duration equivalent to at least one (1) academic year, in a trade relevant to the College role of the Faculty Member.

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

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

To qualify for increments under this clause, an Employee must submit to the Human Resources Department documentation satisfactory to the Employer in support of the Employee's claim. The increase will be retroactive to the date of successful completion, upon

receipt of appropriate documentation, provided that the retroactivity does not exceed three (3) months and is within the same fiscal year. The Employer shall inform the Employee in writing of the Employee's new classification for salary purposes, stating the new step and maximum placement.

5.02 Increments for Service

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

5.03 Professional Development Leave

An Employee on professional development leave may, with prior approval, be regarded as a full-time Employee for up to twelve (12) months, for purposes of salary increment. An Employee receiving an increment for this period may not also claim an increment for any credential earned during this period under Clause 5.01. However, the credential earned shall be used to extend the maximum placement by one (1) Step.

6. CHAIR

6.01 Stipend

(a) Chairs shall be entitled to an administrative stipend as set out in Appendix B. When it is deemed necessary to appoint an acting Chair because of an extended absence of a Chair, the acting Chair will also receive an amount equal to the amount of stipend that the Chair receives.

(b) In departments in which more than one individual is required for administration, the Faculty Member(s) (such as "program leaders") designated to assist shall receive up to one-half (1/2) of the Chair's stipend. At the discretion of the Dean or Director, the Employee's workload may also include designated time for these additional duties.

(c) In those instances where the College creates a separate department comprising fewer than three (3) faculty FTE, one of the Faculty Members in that department shall be selected to provide the required administrative services and shall receive a prorated stipend up to one-half (1/2) the Chair's stipend. At the discretion of the Dean or Director, the Employee's workload may also include designated time for these additional duties.

6.02 Change of Stipend

The amount of the stipend shall be subject to the same percentage increase and effective dates that apply to general wages.

6.03 Duties of Chairs

The duties and responsibilities of the position shall be established by the Dean/Director, following consultation with the Faculty Members of the department. Such information shall be made available to all prospective applicants and shall be subject to review by the parties to this Collective Agreement.

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 Members, a Chair shall be appointed. Every Faculty Member shall belong to a department. Each Chair will have release time for Chair duties established from time to time by the Dean or Director and Vice-President in consultation with the department Chair.

6.05 Appointment of Chairs

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. The Dean/Director or designate shall appoint Chairs and shall specify in writing procedures for adequate faculty consultation in the selection process.

Each Chair position will be filled by a member of the given department unless there are no 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.

6.06 Term of Office of Chairs

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

6.07 Allocation of Chair Positions

The Employer does not plan to redefine departments for the purpose of making significant adjustments in Chair positions. As the College grows and changes, past practice will be a major consideration in the allocation of Chair positions and release time.

7. WORKING CONDITIONS

7.01 Workload

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

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

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

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

PRINCIPLES

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

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

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

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

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

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

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

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

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

When the Employee, Chair, and Dean or Director cannot reach agreement on a Faculty Member's workload, the matter will be resolved in accordance with Clause 21 of this Collective Agreement. Should the grievance be resolved in favor of an individual Faculty Member who filed a complaint, the Employee’s workload must be reduced by the beginning of the next term and appropriate compensation arranged for the period of excessive workload.

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

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

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

Chairs

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

7.02 Weekly Contact Hours

(a) The number of contact hours per week for an Employee carrying a full instructional load shall vary between sixteen (16) and twenty-four (24). It shall be based on the following guidelines prorated for each situation.

Normal maximum contact hours:

(i)	Lecture (substantial preparation or marking generally large group)	16 hrs/wk
(ii)	Laboratory	24 hrs/wk
(iii)	Tutorial or seminar (20 or fewer students engaged in individualized or small group study)	24 hrs/wk
(iv)	Shop, clinical or classroom	24 hrs/wk

Weekly contact hours may vary to a maximum of thirty (30) hours in any one (1) week, and these guidelines may refer to annual averages in instructional assignments.

In departments in which a lower number of weekly contact hours has been established, either through past practice or through modifications resulting from the workload assessments carried out as part of the 1989-1991 workload review, the lower number shall be considered the maximum.

The percentage workload of part-time Faculty Members shall be calculated by using their weekly contact hours as the numerator and the established weekly contact hours in effect for full-time faculty in their department as the denominator. For faculty in departments with thirty-five (35) hour weekly work assignments the denominator shall be thirty-five (35) and the numerator shall be the Faculty Member's number of assigned weekly hours.

(b) Non-Teaching Duty Days

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

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 & Contract Training and Camosun International Coordinators shall have a scheduled work week of thirty-five (35) hours per week averaged over a sixteen (16) week period. When a Coordinator and the Dean or Director cannot reach an agreement on the workload, the matter will be resolved in accordance with Clause 21 Resolution of Disputes.

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

7.04 Substitute Instructors

(a) Selection:

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

(b) Conditions of Employment for Substitutes and Reporting Responsibilities:

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

Effective	Hourly Rate
April 1, 2019	$48.32
April 1, 2020	$49.29
April 1, 2021	$50.28

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

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

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

When possible, classes will be taught by a substitute instructor. In the event that a substitute instructor cannot be provided, the Dean or Director may request a full-time Faculty Member, whom the Dean or Director judges to be qualified, to provide instruction

for the class(es) affected by the absence of the regular Faculty Member. When a full-time Faculty Member has taught five (5) hours 'in relief', the Faculty Member shall be granted one (1) additional day of vacation at a time mutually agreed upon by the Faculty Member and the Dean or Director or receive payment at the Faculty Member's current salary rate, at the discretion of the Dean or Director.

(c) Overload:

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

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

7.05 Continuing Education (CE)

(a) Faculty members covered by this Agreement shall be given the first opportunity to teach CE courses for which they are qualified.

(b) Instructors of courses generated by CE will be covered by this Agreement and thus paid on the Union scale when the courses are for credit or duplicate courses taught by Union faculty.

(c) When instruction in CE is considered part of an instructor's annual workload, no additional salary will be paid.

(d) When an Employee is carrying a full instructional load as defined by this Agreement, additional instruction for CE courses shall be reimbursed according to the current relevant CE scale, except as limited by 7.05(b). Each full-time equivalent year of teaching at Camosun or a similar institution shall result in a CE increment but shall not result in a salary exceeding the maximum salary on that scale.

7.06 Preparation Time for New Employees

Whenever possible, the Employer shall provide for new Employees to be employed at least two (2) weeks in advance of assuming a full teaching load. This includes probationary or term appointments of four (4) months duration or longer. A new Employee is defined as one having no previous teaching experience or as one required to teach a specific course for which no course material is available.

8. ANNUAL VACATION

8.01 Entitlement

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

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

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

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

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

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

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

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

8.02 Sickness

In the event that an Employee requires hospitalization or is seriously ill during their annual vacation period, the Employee shall upon request and upon presentation of a physician's statement, apply the period of illness or hospitalization to sick leave rather than vacation. The Employee must inform the Dean or Director of the claim within two (2) months of returning to work.

8.03 Unused and Overused Vacation

Continuing Employees and any Employee appointed to a contract of one (1) year or more shall earn vacation, as specified under Clause 8.01. 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 over-used vacation entitlement will be made to the final salary settlement.

9. PAID HOLIDAYS

The following have been designated as paid holidays:

New Year's Day
Family 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.

10. FACULTY DEVELOPMENT PROGRAM

10.01 Scheduled Development Time for Faculty

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

centered institution. Scheduled development time and activities support Faculty Members in responding to identified learning and development needs of students, departments, community groups, the College, and the individual Faculty Members themselves.

(a) Entitlement to Scheduled Development Time

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

(ii) Except for activities which are approved by the Dean or Director for deferral as in Clause 10.01 (h), scheduled development activities are conducted within a twelve (12) month period commencing May 1st. This twelve (12) month period is referred to in this agreement as "the development year."

(iii) New probationary or continuing Faculty Members must have been employed as term, probationary, or continuing Faculty Members by the September preceding each development year in order to be eligible for Scheduled Development in that development year.

(iv) Term top-up assignments to part-time continuing appointments do not lead to increased scheduled development time.

(v) Continuing Education Coordinators, International Education Project Officers, and Senior Analysts are each entitled to one (1) month of scheduled development time annually, normally to be taken as a two (2) month scheduled development activity every second year.

(vi) Chairs are entitled to scheduled development time on the basis of their entire assignment, which includes their Chair duties and their instructional or student development duties.

(b) Combining Scheduled Development Activities and Professional Development

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

(ii) If such a leave is greater than one (1) year, a Faculty Member is eligible for scheduled development time in connection with that leave one time only.

(iii) Time taken on brief professional development activities, approved and funded by the Professional Development Committee, and taken outside the scheduled development period, is not considered part of the Faculty Member's scheduled development time.

(iv) Faculty members on scheduled development projects may apply for Professional Development Committee funds or other College funding for expenses incurred in their projects.

(v) Scheduled development time may be used in combination with regular assigned duties.

(c) Reductions in Scheduled Development Time

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

FACULTY ON SEMESTER SYSTEM	
Length of unassisted leave of absence based on continuing workload equivalent	*Reduction in scheduled development time in Faculty Members' next scheduled development period*
Two (2) months or less	No reduction
More than two (2) and up to six (6) months	One (1) month reduction
More than six (6) months	No entitlement to Scheduled Development

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

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

Faculty members returning from STD and LTD leaves will have no reduction in their entitlement to scheduled development time. When possible and appropriate, the

scheduled development activities for such Faculty Members may be incorporated with their overall return to work plan.

(d) Planning of Scheduled Development Activity

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

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

(e) Categories of Scheduled Development Activities

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

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

Instructional Development focuses on the development of instruction, courses, and programs, with the purpose of enhancing student learning.

Organizational Development focuses on the development of department, school, or College operations or procedures as a means of providing an effective learning and teaching environment.

While scheduled development projects may include any or all of these categories, over time approximately half (1/2) of a Faculty Member's activity shall focus on professional development. With approval from their Dean or Director, Faculty Members may increase their proportion of professional development.

(f) Scheduled Development Activities

Scheduled development activities respond to a range of individual and institutional needs related to the Faculty Member's current or potential College role(s). These activities may include but are not restricted to formal or private study, either for credit or

not for credit; research; industrial or community liaison; work experience; relevant travel; course, curriculum, and/or program development, review, and revision; exploration and development of new course materials; development of instructional innovation; and participation in the planning or governance procedures of the department, school, or College.

(g) Scheduling of Development Activities

Scheduled development activities shall take place in one (1) uninterrupted block of time, free of regular duties, unless the Faculty Member and Dean or Director agree to another pattern. The scheduling of the block of development time and arrangements for other patterns will be established by the agreement of the Faculty Member, the department Chair, and the Dean or Director.

(h) Deferral of Scheduled Development Time

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

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

(i) Accountability for Scheduled Development Activities

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

Days of illness during development projects must be reported as sick days in the normal fashion. There is no carry forward of development time lost as a result of illness. When illness interferes with the completion of a scheduled development project, the Faculty

Member, with the agreement of the Dean or Director, is freed in whole or in part for responsibility for completion of the Faculty Member's project. In cases of disagreement on the impact of the illness on the Faculty Member's ability to carry out scheduled development activity, the matter will be resolved through the Dispute Resolution process (Clause 21.01 and 21.02).

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

10.02 Professional Development Fund

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

(a) pay Employees granted leave at part or full salary for professional development.

(b) supplement outside funds and/or cover a portion of the non-salary costs associated with approved programs, including exchanges.

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

10.03 Faculty Exchanges

(a) A Faculty Member may, for up to one (1) year, exchange duties with a person with appropriate qualifications from another institution. The Camosun Faculty Member will receive full pay and benefits, will receive an increment if applicable, and will in all respects continue as an Employee of Camosun College.

(b) Faculty from two (2) different departments may take part in an interdepartmental exchange program whereby their duties are exchanged for a specified period of time in accordance with College policies and guidelines.

10.04 Professional Fees

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.

11. PUBLIC OR UNION OFFICE

11.01 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.

11.02 Campaign

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

11.03 Leave

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

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

(b) For an Employee elected to public office, a maximum of five (5) years.

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 Employer.

13. LEAVE

13.01 Unpaid Leave

(a) Unless the request creates serious problems for the Employer, the Employer will grant an Employee unpaid leave for up to one (1) year.

(b) Under special circumstances a leave may be approved or extended to a total of three (3) years. A leave will be for any purpose deemed justifiable by the Employee.

(c) If the leave involves experience of value to the College, as approved in writing by the appropriate Vice-President, the Faculty Member will accumulate seniority and, if applicable, increment credit during the leave. Such approval will be conditional on the leave being used essentially as planned. Advanced placement for activities carried out

during the leave is subject to the terms and conditions of Clause 5.01. A Faculty Member cannot earn both increment credit under this clause and a step for advanced placement under clause 5.01 for the same activity.

(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.

(e) No term Faculty Member shall have the right to convert to a continuing appointment under Clause 1.04(d)(iii) (2) based on a vacancy created by the third year of the continuing Faculty Member's leave. The term Faculty Members replacing the Faculty Member on leave would retain all other rights under Clause 1.04(d), including the right to count the third year of the continuing Faculty Member's leave as part of the time required to qualify for conversion to a continuing contract according to Clause 1.04(d)(ii).

Should there be a term Faculty Member who under the terms of Clause 1.04(d) would qualify for conversion to continuing status were it not for the provisions of the preceding clause, that Faculty Member's rights vis-a-vis Clause 1.04(d)(iii) (2) would be carried forward for one (1) year.

13.02 Bereavement Leave

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

13.03 Birth or Adoption Leave

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

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

13.04 Deferred Salary Leave Plan

Each Faculty Member with a continuing appointment, part or full-time, is eligible to participate in a Deferred Salary Leave Plan as set out in Appendix D.

13.05 Pension on Professional Development Leave

Faculty who are on approved professional development leave (paid or unpaid) and retain Employee status with the College, may continue their contributions to the Pension Plan subject

to the approval of the appropriate pension authority of B.C. Where the Faculty Member continues to contribute, the Employer will also contribute the Employer's share.

14. MATERNITY AND PARENTAL LEAVE

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

14.01 Maternity Leave

(a) Upon at least four (4) weeks written notice before the day the employee proposes to begin maternity leave, a pregnant employee is entitled to a leave of absence without pay up to a maximum of seventeen (17) consecutive weeks. The leave must be taken no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and end no later than seventeen (17) weeks after the leave begins.

(b) If required by the Employer, the request for leave must be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date.

(c) If an Employee on leave under Clause 14.01 (a) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the Employee to give the Employer a medical practitioner or nurse practitioner's note stating the Employee is able to resume work.

(d) The Employee returning to work after maternity leave shall provide the College with at least four (4) weeks' notice and on return from maternity leave the Employee shall be placed in their former positon or in a position of equal rank and salary.

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

15. SICK LEAVE

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

15.01 Sick Leave

(a) All Employees are entitled to sick leave at one hundred percent (100%) of their salary for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply for eligible Employees.

(b) All Employees shall retain any sick leave credits previously accrued, including any entitlement to payout of such sick leave entitlement pursuant to 15.02.

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

15.02 Accumulated Sick Leave

Pre-1988 Accumulation

(a) All Faculty Members on continuing appointment who were under age fifty-five (55) on March 31, 1988, will have their sick leave accumulation payout credits frozen at the March 31, 1988 level.

(b) The accumulated sick leave referred to in 15.02(a) shall be payable upon retirement, as defined in the Pension (College) Act. On retirement, the Employee may either:

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

(ii) use the sick leave to retire early on the basis of fifty percent (50%) of one (1) working day for each day's accumulation to a maximum of two hundred fifty (250) days of accumulated sick leave; or

(iii) a combination of (i) and (ii).

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

(c) Faculty members may also use the accumulated sick leave referred to in 15.02(a), to exchange 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.

(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) Any sick leave accumulated after April 1, 1988 shall not be converted to payout on retirement.

Payout on Death

(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.

15.03 Family Illness

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

15.04 Sick Leave Bank

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

(a) The value of the Bank as of the date of the ratification of the Memorandum of Settlement for the 2019 – 2022 Collective Agreement is $94,043.87. This value will be drawn down as described in Article 15.04.

(b) The Bank will be drawn down by the cost of Employee health and welfare premiums paid by the Employer as per this clause.

(c) When draws against the Bank are equal to or exceed the initial value of the Bank the Bank will cease to pay for benefits unless some other source of funding is agreed to by the parties.

(d) The Bank is available to Employees eligible for Short Term Disability (STD) provided the following:

(i) The Employee has completed an application to the insurer for STD benefits;

(ii) The Employee has been denied STD benefits by the insurer; and

(iii) The Employee has had a qualified medical practitioner confirm that the Employee is unable to attend to the Employee's duties at the College as a result of illness or injury; and

(iv) The Employee has formally appealed the insurer's decision in writing.

(e) The Employee who is eligible for coverage as per 15.04(d) above is considered to be on an unpaid sick leave.

Coverage

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

(g) The Employer shall fund the Employer's payment of health and welfare benefits premiums under Article 15.04 until whichever of the following comes first:

(i) The Employee receives STD benefits after the Employee's appeal for STD benefits is successful, or

(ii) The Employee returns to work, or

(iii) Six (6) months have expired following the thirty (30) days of paid sick leave.

(h) In the event that the Employee's appeal for STD benefits is denied, the Employer will draw down from the Bank the cost of the Employee's health and welfare premiums paid by the Employer under this clause.

(i) In the event that the Employee's appeal process for STD benefits is successful, there shall be no draw down on the bank.

(j) On April 1st of each year, the Employer shall provide the Union with a summary of all draws on the Bank and a statement of the Bank's current balance as of the reporting date.

16. WORKSAFEBC AND OCCUPATIONAL HEALTH AND SAFETY

16.01 WorkSafeBC

The Employer shall maintain WorkSafeBC coverage for all Employees.

Where an Employee is on a Claim recognized by WorkSafeBC, the Employee shall be entitled to leave, at the Employee's regular rate of salary, up to a maximum of one hundred twenty-six (126) working days for any one (1) claim. Where an Employee is on a leave with pay under this clause, the compensation payments received by the Employee from WorkSafeBC, shall be remitted to the Employer. There shall be no deduction from an Employee's sick leave as a result of this clause.

16.02 Occupational Health and Safety

(a) The Union and the Employer agree that regulations made pursuant to the Workers Compensation Act, the Hazardous Products Act or any other statute 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 the Occupational Health and Safety Regulations of the Workers Compensation Act.

(b) Employees must complete a Workplace Hazardous Materials Information System ("WHMIS") educational program within the first two (2) months of employment if they

(i) store, handle use or dispose of a controlled product;
(ii) supervise other Employees who handle, use or dispose of a controlled product; or
(iii) work near a controlled product where they may be at risk as a result of the normal storage, handling use or disposal of a controlled product.

(c) Controlled products include compressed gas, flammable and combustible material, corrosive material, poisonous material and dangerously reactive material.

College Joint Occupational Safety and Health Committee

(d) The Employer agrees to establish and maintain a College health and safety committee. The 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.

(e) 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 Committee shall be sent to the Union. 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 Joint Occupational Safety and Health Committee meeting.

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

Injury Pay Provision

(g) 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

(h) 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

(i) The Joint Occupational Safety and Health Committee shall be notified of each accident or injury to Employees engaged in College activities and shall investigate and report to the Union and President of the College on the nature and cause of the accident. In the event of a fatality, the Employer shall immediately notify the Union of the nature and circumstances of the accident.

Occupational First Aid Requirements

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

(k) On the advice of the Joint Occupational Safety and Health Committee, the 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.

(l) Where the Employer 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.

(m) 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

(n) The Joint Occupational Safety and Health Committee will keep itself informed of training programs sponsored by WorkSafeBC or other agencies, and make recommendations for participation.

(o) Union representatives on the Joint Occupational Safety and Health Committee are entitled to an annual educational leave in accordance with the Workers Compensation Act.

17. BENEFITS

17.01 Benefit Details

All benefits shall be considered part of this agreement. Benefit details will be available in an on-line manual on the Human Resources and CCFA Websites. For reference, benefit coverage for term Employees is summarized in Appendix C.

All probationary Employees shall be considered as continuing Employees in relation to benefit coverage.

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

17.02 Extended Health Benefits

(a) Premiums for Employees on full-time appointments will be paid by the Employer. Premiums for Employees on less than full-time appointments will be shared on a prorated basis. All administrative costs for this plan shall be borne by the Employer. Subject to clause 17.02(b), participation in this plan shall be a condition of employment for all Employees holding appointments of fifty percent (50%) or greater unless covered in another plan. Appointments of less than fifty percent (50%) will also be granted coverage upon application to Human Resources Department.

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

17.03 Dental Plan

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

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

17.04 Group Life and Accidental Death and Dismemberment

For all eligible Employees, the Employer shall pay one hundred percent (100%) of the premium costs of a group life insurance policy and accidental death and dismemberment insurance. The group life policy shall provide for the payment of three (3) times annual salary on the death of an Employee. The accidental death and dismemberment insurance shall

provide for an additional payment of three (3) times annual salary on the accidental death of an Employee and coverage for accidental dismemberment.

Participation of eligible Employees shall be a condition of employment.

Each continuing Employee is eligible to participate in the group life insurance plan.

When successive full-time term appointments result in a term of uninterrupted employment of four (4) months or more, term Employees shall be eligible for group life and accidental dismemberment benefits from the date of the beginning of the contract which results in the total period of employment of four (4) months or more.

17.05 Disability Insurance

Eligibility

(a) Participation of eligible Employees in this disability insurance plan shall be a condition of employment. All continuing Employees are eligible to participate in the plan.

When successive term appointments result in a term of uninterrupted employment of four (4) months or more with a minimum of a 50% workload, the Employee shall be eligible for disability benefits from the date of the beginning of the contract which results in a total period of employment of four (4) months or more.

Benefit Coverage

(b) The Employer will pay the costs of a group disability insurance plan that provides for

(i) short term disability benefits at seventy percent (70%) weekly indemnity for twenty-one (21) weeks, and

(ii) long term disability benefits at seventy percent (70%) of the Employee's gross monthly salary as defined on the basis of two (2) year own occupation and any other occupation thereafter.

(c) The Employer will pay health and welfare benefit premiums for Employees on sick leave, short-term disability, and long-term disability.

(d) For Employees in receipt of disability benefits under the group plan, the Employer will hold the Employee's position open for a period not exceeding two (2) years from the beginning of continuous absence from the job, plus the time, if any, between the date when the Employee is declared fit for work and the date of the next regular student intake in the relevant program.

(e) However, the Employer will hold the Employee's position open for four (4) years (plus the time to the start of the next semester, quarter, etc.) if:

(i) the Employee had been a continuing Employee prior to the onset of the disability; and,

(ii) a medical prognosis indicates a probability that the Employee will become fit for work within four (4) years.

In order to return to work after a period longer than two (2) years (plus the time before the next semester, etc.) the Employee must have maintained or developed the skills and knowledge required for his or her faculty role.

(f) At the conclusion of the period of time for which the Employer will hold an Employee's position open under 17.07(d) and (e), an Employee in receipt of disability benefits under the group plan shall be entitled to return to a position at the College in accordance with the legal standards and obligations arising from the British Columbia Human Rights Code.

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

(h) In the case of a term Employee, the entitlement to return to the College will not extend beyond the end date of the Employee's appointment at the time of the onset of the disability.

(i) Employees are advised to give as much notice as possible of their ability to return to work.

17.06 Pension

The existing pension plan will continue in accordance with Provincial regulations pertaining to the College Pension Plan.

17.07 Tuition Fees

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

18. RETIREMENT

18.01 Early Retirement

A full-time 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 workload to be mutually acceptable to the Employer and the Employee, but not less than fifty percent (50%). Salary and benefits shall be prorated in accordance with the percentage of workload.

18.02 Early Retirement Incentive

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

(a) is age fifty-five (55) years or over;

(b) has a minimum of ten (10) years of service;

(c) holds a continuing appointment at the College.

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

18.03 Post-Retirement Employment

(a) Following retirement from the College, a previous Employee may be appointed to a post-retirement position in their previous department. With the approval of the appropriate Vice-President, the search to fill a specified post-retirement position may be restricted to retired faculty. The post-retirement appointment shall be for a period of two years, unless otherwise agreed to by the Employer and the Employee. Appointments may be extended subject to mutual agreement between the College and the Employee.

(b) An Employee who has retired and is subsequently appointed to a post-retirement position may work up to a fifty percent (50%) work load. Should an Employee who has retired and who was in receipt of an early retirement incentive from the College be appointed to a post-retirement position prior to the period of time covered by the early retirement incentive, the Employee shall repay the portion of the early retirement incentive covering the period of time subsequent to assuming the post-retirement position.

(c) Retired faculty covered by this article shall have the same rights and benefits as continuing Faculty Members, except the right to revert to a full-time position under Article 1.04(b); the right of first refusal under Article 1.04(c); the right to a continuing position under Article 1.04(e); seniority under Article 1.07; and layoff provisions under Article 3.01(b); 3.02, 3.03, and 3.04(b).

(d) Retired faculty covered by this Article shall engage in instructional and organizational development activities approved by the College during their period of Scheduled Development. If the appropriate Dean or Director agrees, the retired Faculty Member may engage in professional development during their Scheduled Development.

(e) An amount equal to the College's contribution to the College Pension Plan for the workload of the retired Employee subsequently appointed to a post-retirement position will be paid by the College to an Employee nominated RRSP. This contribution shall continue to the same age as pension contributions are required to be made by the College on behalf of Faculty Members not covered by this Article.

(f) If any provision of the Article conflicts with the terms of the College Pension Plan, then that provision will be deemed to be null and void and the parties will negotiate a provision to substitute for the provision rendered null and void which does not conflict with the College Pension Plan. All other provisions of this Article will remain in full force and effect.

18.04 Notice of Retirement

Faculty members are advised to give the College at least three (3) months notice of their intention to retire from the College.

19. PARKING

The Employer shall provide parking near the place of employment at no cost to the Employee. Such parking shall be subject to Canada Customs and Revenue Agency regulations with respect to taxable benefits.

20. INDEMNITY

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

21. 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 other matters relating to employment at the College.

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

(a) Informal Dispute Resolution

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

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

(b) Grievance Procedure

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

Step One

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

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

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

Step Two

If the grievance has not been resolved in Step One, the Union will, within ten (10) working days, provide a detailed description in writing to the appropriate Administrator and Human Resources specifying the nature of the grievance, the Union's arguments, the violation of the Collective Agreement and the suggested remedy. The appropriate Administrator will provide the Union with a written response within ten (10) working days**.**

Step Three - Written submission to the President's office

Failing a resolution at Step Two, the President's office shall receive written submissions from both parties. The Union shall submit the written grievance to the President's office within twenty (20) working days of receiving the Employer's Step Two written response. The Employer representative shall make their submission within twenty (20) working days from the date on which the President's office received the Union's submissions. The President or designate retains the option of calling the parties together to seek or recommend a resolution.

Should no resolution acceptable to the parties be achieved, the President or designate will provide a written decision within 10 (ten) working days of receiving the Employer representative's submissions. If the Union determines within 10 (ten) working days of receiving the President or designate's written response that the decision is not acceptable, the Union has the option of submitting the grievance to arbitration.

Step Four – Arbitration

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

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

The decision of the Arbitrator shall be final, binding, and enforceable on the parties.

The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the Arbitrator deems just and equitable.

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

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

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

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

21.02 Variation of Procedure

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

22. UNION MEMBERSHIP AND DUES

22.01 Bargaining Unit Definition

The bargaining unit shall include all Faculty Members (as described in the certification statement of the Union) and part-time Faculty Members, whose salary is determined by the salary scale.

22.02 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 according to the laws of British Columbia.

22.03 Dues

The Employer 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.

23. UNION RIGHTS

23.01 Individual Agreements

No Employee covered by this Agreement shall be required, or permitted, to make a written or oral agreement with the Employer, or its representatives, which conflicts with this Agreement.

23.02 Fair Treatment

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

23.03 Leave for Union Business

Approved leave of absence with pay will be granted to:

(a) an Employee who is representative of the Union;

(b) an Employee called to appear as a witness before an Arbitration Board.

23.04 Release Time

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

A CCFA member elected to office in the Federation of Post Secondary Educators (FPSE) shall be granted leave from the College, upon request, with adequate notice

given to the College. Release time, holidays, and benefits shall be charged to the Union at the rates of the person on leave.

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

(b) Professional Meetings

(i) An Employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Conventions or upon consultation with the Employee's Dean or Director up to two (2) days per annum leave with pay to attend the annual meeting of the Camosun College Faculty Association and meetings of FPSE or registered professional associations.

(ii) Up to four (4) times a year Faculty Members covered by this Agreement will be released at their request from their classes or from other assigned duties in order to attend meetings of the Union for up to two (2) hours on each occasion. When possible, the Union agrees to schedule such meetings so as to minimize disruption to students. The Dean or Director may cancel the classes or make other arrangements at the Dean or Director's discretion.

23.05 Picket Lines

All Employees covered by the Agreement have the right to refuse to cross a picket line arising out of a labour dispute. Any Employee failing to report for duty shall be considered absent without pay.

23.06 Struck Work

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

24. SAFEGUARD AGAINST SALARY REDUCTIONS

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

25. USE OF TERMS

Whenever a singular term is used in the Agreement, it shall be considered to refer to the plural where the context requires.

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

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

26. TERM OF AGREEMENT

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

27. COLLECTIVE BARGAINING

27.01 No later than three (3) months prior to the expiry of the Collective Agreement, 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.

27.02 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.

27.03 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.

27.04 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.

28. EMPLOYEE APPRAISAL

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

28.01 Methods and Criteria of Appraisal

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

28.02 Appraisal of Continuing Employees

(a) Components of Continuing Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

(i) Student feedback sought as part of this process.
(ii) Departmental feedback, which may include Chair and other peer feedback.
(iii) Self Evaluation on overall service to the college, which includes a description of relevant achievements and activities, such as the following: instructional practices, committee work, professional and community connections, professional development activities, curriculum development activities, conferences participation, and a record of publications.

At the discretion of the Employee, other relevant components, including written submissions, from other sources internal or external to the College that attest to the Employee's performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

(b) Scheduling of Continuing Employee Appraisals

(i) An Appraisal of each continuing Employee shall be completed at least once every three (3) years. After two (2) evaluations confirming the Faculty Member's competence, a simple statement by the Dean or Director added to the Faculty Member's file, attesting to continuing satisfactory performance shall normally meet the requirements of this clause.

(ii) Situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.

(iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean or Director, will develop a plan, with appropriate timelines, for attaining the required skills and/or knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.

(c) Completion of Continuing Employee Appraisals

(i) The components of the Appraisal of continuing Employees shall be submitted to the Dean or Director.

(ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement.

(iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.

(iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.03 Appraisal of Probationary Employees

(a) Components of Probationary Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

(i) Student feedback sought as part of this process.
(ii) Departmental feedback, which may include Chair and other peer feedback.
(iii) Self Evaluation on overall service to the College.

At the discretion of the Employee, other relevant components, including written submissions, from other sources internal or external to the College that attest to the Employee's performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

(b) Scheduling of Probationary Employee Appraisals

(i) All Employees on probationary appointments shall be evaluated within the first semester of their appointment and when eight (8) to ten (10) months remain in the probationary period.

(ii) Should the Appraisal that occurs with eight (8) to ten (10) months remaining in the probationary period indicate that the Employee has not yet demonstrated the skills and knowledge required for a continuing appointment, a third Appraisal will be carried out within two (2) months of the end of the probationary period.

(iii) After any Appraisal, should improvements be deemed necessary, the Employee, in consultation with the Dean or Director, will develop a plan, with appropriate timelines, for attaining the required skills and/or knowledge. The Employee may apply to the Professional Development Fund for assistance in this regard.

(iv) On the basis of the Employee's most recent Appraisal, the Dean or Director will recommend to the appropriate Vice-President whether to convert the probationary contract to continuing or to sever the Employee's connection to the College at the end of the Employee's probationary appointment, or in accordance with Clause 2.03.

(v) The Employer shall not deny conversion to a continuing appointment as a result of not completing the Appraisals as specified in this clause.

(c) Completion of Probationary Employee Appraisals

(i) The components of the Appraisal of probationary Employees shall be submitted to the Dean or Director.

(ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement. The statement shall indicate whether the Employee is currently performing at a level suitable for further employment

(iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.

(iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative

present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.04 Appraisal of Term Employees

(a) Components of Term Employee Appraisal

Components of the Employee Appraisal process must be reviewable and available to the Employee through the Appraisal process. Required components are limited to the following:

(i) Student feedback sought as part of this process.
(ii) Departmental feedback, which may include Chair and other peer feedback.
(iii) Self Evaluation on overall service to the College.

At the discretion of the Employee, other relevant components, including written submissions from other sources internal or external to the College that attest to the Employee performance for the period under review may also be submitted.

With the exception of students, all contributors to the Appraisal process must be identified to the Employee being evaluated.

(b) Scheduling of Term Employee Appraisals

(i) All Term Employees shall be appraised within the first semester of employment at the College. A second Appraisal shall be completed within the second or third semester. A third Appraisal may be conducted prior to completion of four (4) semesters of employment.

(ii) After any Appraisal, should improvements be deemed necessary, the Employee and the Dean or Director, may develop a plan, with appropriate timelines, for attaining the additional skills and/or knowledge required. The Employee may apply to the Professional Development Fund for assistance in this regard. This provision shall not be interpreted as obligating the Employer to offer additional contracts to the term Employee.

(iii) The Employer may not deny a term Employee's first refusal rights or prevent a term Employee from converting to continuing or probationary status as a result of not completing the Appraisals stipulated in this clause.

(iv) After the term Employee has completed two years of service additional Appraisals may be conducted every three years if the Employee remains a term Employee. Additional evaluations may be conducted under the terms of clause 28.04(b)(v).

(v) For term Employees who have completed two years of service and remain term Employees, situations may arise in which the Dean or Director identifies a need to initiate an additional Appraisal. Such Appraisals may be carried out only when documented information, received and handled in accordance with due process, forms a reasonable basis for concern that elements of an Employee's performance require immediate attention. The Employee will have an opportunity to consult with the Union and to respond to this concern before a decision is made to conduct the additional Appraisal.

(c) Completion of Term Employee Appraisals

(i) Term Employees shall review the components of the Appraisal with their Chair. The Chair shall prepare a summary report, which is submitted to the Dean or Director together with the components of the Appraisal after the Employee has had the opportunity to review the summary report and add comments, including whether the Employee agrees or disagrees with the summary report.

(ii) The Dean or Director shall compose a statement identifying the strengths in the Employee's job performance as well as any areas that could use improvement. The statement shall indicate whether the Employee is currently performing at a level suitable for further employment.

(iii) Provision shall be made on the Appraisal form for the Employee to sign indicating that the Employee agrees or disagrees with the Appraisal and to add explanatory or qualifying comments.

(iv) Should the Employee disagree with the Appraisal, discussions shall ensue between the Dean or Director and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the Appraisal altered by means of the Resolution of Disputes/Grievance Procedure (Article 21). An Appraisal shall not be changed after an Employee has provided a signed agreement to its contents without the agreement of the Employee. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed Appraisal.

28.05 Distribution of Appraisal Documents

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

29. TECHNOLOGICAL CHANGE

(a) Technological change shall mean any change in the method of operation or equipment which results in an Employee's services no longer being required in the same capacity.

(b) Prior to introducing technological change, the Employer shall notify in writing the Union and the Employee(s) affected of the intended change, with a statement of foreseeable effects and repercussions on Employees. Such notice shall be given as far in advance as possible but no less than four (4) months prior to the change being introduced.

If, within thirty (30) days of giving notice of technological change, the Employer or the Union identify potential problems, either party may request a meeting to discuss and to endeavor to reach an agreement on the area of concern.

Any agreements reached during discussions shall be appended to this contract as Letters of Agreement. Where agreement is not reached within sixty (60) days of the beginning of discussions, either party may file a formal grievance.

(c) The Employer 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 Employer to utilize normal turn-over 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.

30. VACANCIES

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

Where vacant positions at the College are posted, they will appear on the College’s website.

31. COMMUNITY INVOLVEMENT AND ENTREPRENEURIAL ACTIVITY

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

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

32. PERSONNEL FILES

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

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

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

33. ACADEMIC FREEDOM

There shall be no infringement or abridgment of the academic freedom of any Faculty Member. Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in scholarship and research.

Academic freedom is the freedom to examine, question, teach, and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

(a) freedom in the conduct of teaching;

(b) freedom in undertaking research and publishing or making public the results thereof, without infringing upon the College's copyright privileges;

(c) freedom from institutional censorship.

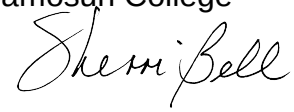
Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

34.NO DISCRIMINATION OR HARASSMENT

The College and each member of the College community are responsible for creating and maintaining a working and learning environment free from discrimination and harassment.

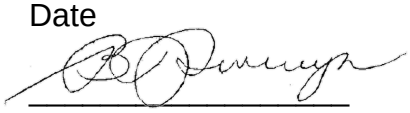
SIGNED ON BEHALF OF:

Camosun College



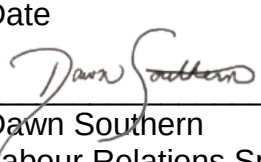
Sherri Bell
President

21 May 2021
Date



Barb Severyn
Executive Director, HR

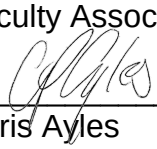
20 May 2021
Date



Dawn Southern
Labour Relations Specialist

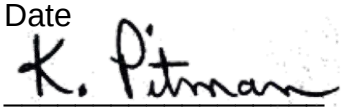
25 May 2021
Date

Camosun College Faculty Association



Chris Ayles
President

4 May 2021
Date



Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

PSEA Board of Directors

Michael Marchbank
PSEA Board Chair

26 May 2021
Date

APPENDIX A - PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

The Committee shall consist of faculty representatives as follows:

(a) One from Access and Indigenous Education and Community Connections

(b) Two from Arts and Science

(c) One from Business

(d) One from Health and Human Services

(e) One from Trades and Technology

(f) Two (total) from areas other than the above

(g) 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.

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. DUTIES OF THE COMMITTEE

(a) To direct the Finance department in the allocation of professional development funds;

(b) To encourage and promote in-house professional development activities.

APPENDIX B - CHAIR'S STIPEND AND STEP 2A SALARY

Chair's Stipend

Effective	April 1, 2019	$3,864
	April 1, 2020	$3,941
	April 1, 2021	$4,020

Step 2A Salary

Effective Date	Step 2A Compensation
April 1, 2019	$88,618
April 1, 2020	$90,390
April 1, 2021	$92,198

APPENDIX C: SUMMARY OF BENEFIT COVERAGE FOR TERM EMPLOYEES

Benefit	Term Eligibility Percentage	Term Eligibility Length of Contract(s)	Premium paid by	Prorating of premiums for part time
Extended Health Benefit Plan	50% (optional for less than 50%)	More than one month	Employer	Yes
Psychological Services Plan	50% (optional for less than 50%)	More than one month	60% Employee 40% Employer	No
Dental Plan	50%	Single or successive appointments of two semesters	Employer	Yes
Disability Insurance	50%	Four months or more	Employer	No
Group Life	100%	Four months or more	Employer	
Accidental Death & Dismemberment	100%	Four months or more	Employer	No

APPENDIX D: DEFERRED SALARY LEAVE PLAN

1. Description

(a) The purpose of the Deferred Salary Leave Plan ("Plan") is to afford Employees the opportunity of taking a leave of absence of up to one (1) year with part pay by deferring salary for and taking a leave after the qualifying period.

(b) It is expressly understood that the Plan is not established to provide benefits to Employees on or after retirement.

2. Qualifications

All continuing Employees will be eligible to take leave under the Plan.

3. Application

(a) An Employee must apply at least two (2) months prior to participation in the plan to the Executive Director of Human Resources using the Deferred Salary Leave Application, Agreement, and Approval Form which appears as Appendix H of the Common Agreement.

(b) The Employer will not unreasonably withhold approval of an Employee's application for Deferred Salary Leave.

(c) The Employer will render a decision on applications for Deferred Salary Leave within 30 days of receipt. The Union will be advised of all applications. The Employer will provide reasons in writing to the Employee and the Union if the application is denied.

4. Payment Formula and Leave of Absence

The payment of salary, benefits and the timing of leaves of absence shall be as follows:

(a) During the deferral period of the Plan, Employees will be paid up to ninety percent (90%) of their base salary and not less than sixty-six and two-third percent (66 2/3%) of their base salary. The remaining percentage of annual salary, based on a calendar year, will be accumulated and this amount shall be paid to the Employee during the period of absence.

(b) The monies retained by the Plan trustee ("Trustee") for participants, shall be invested and reinvested by the Trustee Investment monies earned in the Plan on behalf of the participating Employee shall be paid at the beginning of each calendar year following a year in which income was deferred.

(c) The Employer and the Union shall not be liable to any participant for investments under the Plan.

(d) Employment insurance premiums will be based on the gross salary during the deferral period and will not be payable during the leave period. Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period.

(e) The leave of absence may normally be taken only in the qualifying year of the Plan. Under special circumstances, exceptions may be granted; however, the deferral period must not exceed six (6) years in total from the date the salary deferrals commenced, and the leave of absence will commence at a mutually agreeable time. Agreement shall not be unreasonably withheld.

(f) A participant may alter the percentage amounts for the next and any subsequent years by giving written notice to the College at least one month prior to the anniversary date of participation in the Plan.

(g) A participating Employee may on one occasion while he/she is participating in the Plan give notice to the Employer stating that the Employee wishes to suspend his/her participation in the Plan for a period of up to twenty-four (24) months as of the anniversary date of enrolment in the Plan that immediately follows such notice, in which case the Employer shall pay the Employee his/her full compensation as if the Employee were not participating in the Plan. The amounts previously retained by Trustee shall be retained during the period of suspended participation. Investment monies accrued thus far will be paid at the beginning of the following calendar year, as if there had not been a suspension of participation in the Plan.

5. Terms of Reference

(a) Payment to a participant on leave shall be made in accordance with college payroll procedures. These instalments shall start on the pay period following the commencement of the leave. The final instalment shall be the balance of any monies retained by the Trustee for the participant in the Plan.

(b) Upon no less than six (6) months' notice, a participant may request a one (1) year postponement of the start of the leave requested in the initial application, provided that this postponement does not extend the period of contribution beyond six (6) years from the date of participation in the Plan. Such postponement will not be unreasonably denied.

(c) On return from leave, an Employee shall return to the position held immediately prior to going on leave.

(d) Employees who are laid off or cease to be employed by the College will be required to withdraw from the Plan at the time of cessation of employment or, in the case of a layoff, at the end of the layoff recall period and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any investment monies earned. Repayment shall be made within 60 calendar days of withdrawal from the Plan.

(e) Prior to commencing their leave of absence, an Employee may withdraw funds from the Plan only in the case of financial or other hardship (except where paragraph (d) applies) upon giving written notice not less than six (6) months prior to the date on which the leave of absence is scheduled to occur. Notice received less than six (6) months prior to the date on which the leave of absence is scheduled to occur will be accepted if staffing commitments have not been made with respect to the leave period. All salary accumulated plus investment monies owed will be repaid to the Employee within 60 calendar days of notification of withdrawal.

(f) Should an Employee die while participating in the Plan, the Employer will pay within sixty (60) days of notification of such death any salary accumulated plus investment monies owed at the time of death to the Employee's estate, subject to the Employer receiving any necessary clearances and proofs required for payment to estates.

(g) There will be no interruption of a leave once it has commenced, except by mutual agreement.

(h) Each participating Employee shall receive an annual report setting out the amount of deferred salary retained by the Trustee for that Employee, including any investment monies earned thereon that have not been paid out according to clause 4 (b). The annual report shall be provided no later than July 31st of each year while the Employee participates in the Plan.

(i) The Employer shall bear the administrative expenses of the Plan. Administrative expenses mean internal costs incurred by the College and not external charges such as those related to the administration of the Plan by the Trustee.

6. Salary

Throughout the period of the leave of absence, the Employee may not receive any salary or wages from the Employer, other than the salary that has been deferred under the Plan.

7. Benefits

(a) The Employee's benefit coverage will continue for the duration of the leave.

(b) During the deferral period, payment for benefits shall be the same as it would be if the Employee were not deferring salary.

(c) During the period of leave, payment for benefits shall be the same as it would be if the Employee were on an unpaid leave of absence. Where a participant is obligated to pay the cost of any benefit during the period of leave, the Employer will pay such costs on behalf of the participant and deduct the money paid from money otherwise payable to the participant under the Plan.

(d) If the period of leave is used for professional development, the provisions of Clauses 13.01(c) and 13.04 shall apply.

(e) Pension contributions, entitlement and purchase for service shall be governed by the appropriate Pension Plan Act and regulations.

8. Termination or Amendment of the Plan

(a) This Plan may be amended or terminated by agreement between the Union and the Employer.

(b) No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

9. *Income Tax Act*, Pension Plans and Regulations

The Parties agree that they will make any modifications to this Plan that are necessary in order to comply with the *Income Tax Act* and the appropriate pension plans legislation and their regulations.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT 1

between

THE CAMOSUN COLLEGE
and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: ADVANCED PLACEMENT REVIEW COMMITTEE

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

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

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

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

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

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
Date

Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 2

between

CAMOSUN COLLEGE

and

THE CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: JOINT COMMITTEE ON SCHEDULED DEVELOPMENT

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

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

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

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
Date

Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 3

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: FACULTY ON SECONDMENT TO ADMINISTRATIVE POSITIONS

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

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
Date

Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 4

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: CO-OP SUPERVISION

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

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

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

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

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

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

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

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

is consistent with the number of students that constitute a course section for a continuing instructor doing Co-op supervision in the same department.

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

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
Date

Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 5

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

Introduction

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

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

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

Eligibility

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

Application and Approval

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

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

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

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

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

Selection Criteria

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

The value to the College of the proposed professional development activity

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

Available funding

Previous professional development financial assistance granted

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

Proposals with a scholarly and/or educational focus
Events or activities that further the College's Education Plan
Funding for additional educational qualifications
Retraining in response to a need to place Faculty Members into different positions within the College, except when clause 3.03 applies.
Presenting at or attending conferences or events [including travel, registration, meals, and accommodation].
Events identified by a Faculty Member, Dean, Director, Vice President, or President that are consistent with the purpose of the fund

Administration

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

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

Committee members may not review their own PD funding request.

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
Date

Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 6

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: INITIAL PLACEMENT PROCEDURE

To attract specialized personnel, or to facilitate transfer of continuing Faculty Members from other B.C. colleges and institutes, the administration may offer placement on the salary scale above the maximum initial placement but not above the step which would result from the calculations of an individual's work and educational background, or above the maximum initial placement, as per Clause 4.03.

The College shall notify the Union when the maximum initial placement has been waived and provide its reasons for doing so in writing.

This Letter of Agreement will expire be in effect for the term of this Collective Agreement.

The parties agree that this Letter of Agreement will supersede the last paragraph of clause 4.04 for the duration of the Letter of Agreement.

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
Date

Camosun College Faculty Association

Chris Ayles
President

4 May 2021
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Kelly Pitman
Contract Negotiations Chair

4 May 2021
Date

LETTER OF AGREEMENT 7

between

CAMOSUN COLLEGE

and

CAMOSUN COLLEGE FACULTY ASSOCIATION

RE: ALTERNATIVE TRANSPORTATION DIVIDEND PROGRAM

The parties agree to implement an Alternative Transportation Dividend Program (Transportation Dividend Program). The program will follow the parameters and guidelines outlined as follows:

- The Program must be cost neutral for the Employer and meet the environmental sustainability goals by reducing the percentage of single occupancy vehicles parking on campus.
- The Transportation Dividend Program will provide an opportunity for employees who decline the parking privileges in Article 19 to receive a dividend payment.
- The value of the dividend will be determined by the value of the parking spots made available through employees declining the parking privileges under Article 19, less 30% for the College to retain and manage subsidization of commuter benefit options.
- The value of each parking spot is based on the annual net parking revenue divided by the number of revenue generating parking spots.
- The total dividend value will be calculated based on the revenue generated by employees who forgo their parking benefit under Article 19. The dividend value per eligible employee will be calculated based only on the revenue generated by CCFA members not utilizing the benefit of free parking.
- The dividend is a taxable benefit.
- The dividend is calculated from the revenue generated during the parking year (September to August 31st) and will be paid out by October 31 for the previous parking year.
- The dividend will be provided to all eligible employees who choose the transportation dividend program or the flex pass by the registration deadline (September 30) and is calculated by dividing the total value of the dividend (less 30% for commuter benefits) by the number of eligible employees.
- The 30% will be retained and managed by the College to provide or subsidize commuter benefit options, as identified by Commuter Choice Leadership Initiative (CCLI, 2001). Some of these options may be available only to those participating in the Transportation Dividend Program.
- Those who elect the Transportation Dividend Program will not be eligible for Article 19 for the duration of the parking year.

a. Employees who do not apply for the alternative transportation dividend program by September 30 of each parking year will still be eligible for parking in accordance with Article 19, and the Camosun parking permit registration system.

b. Subject to (c) below, once the registration deadline (September 30) has passed, an employee cannot register for the alternative transportation dividend until the next annual parking registration year. Once an employee has registered for the alternative transportation dividend, the option cannot be changed until the next annual parking registration year.

c. For those employees who commence employment after annual parking registration and opt for the alternative cash benefit, the alternative cash benefit will be available on a prorated basis.

A “flex parking pass” will also be a choice offered annually, whereby a flex permit will allow an employee to park for half the number of working days each month, and half the value of dividend will be paid out. The “flex parking pass” has the same registration deadline (September 30) as the alternative transportation dividend.

Faculty members who sign up for the full transportation dividend program will receive a one-time incentive payment of $120 and faculty members who choose the “flex parking pass” option will receive a one-time incentive payment of $60. This one-time incentive payment will be paid in December of each year until the funds set aside for this incentive are depleted.

SIGNED ON BEHALF OF:

Camosun College

Sherri Bell
President

21 May 2021
Date

Barb Severyn
Executive Director, HR

20 May 2021
Date

Dawn Southern
Labour Relations Specialist

25 May 2021
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4 May 2021
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