

**COLLECTIVE AGREEMENT**

**between**

**CAMOSUN COLLEGE**

**and the**

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

**Effective from April 1, 2001 to March 31, 2004**

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THIS AGREEMENT made and entered into on April 1, 2001 to March 31, A.D. 2004.

BETWEEN THE:

**CAMOSUN COLLEGE  
(hereinafter called the "College")**

OF THE FIRST PART

AND THE:

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

OF THE SECOND PART

WHEREAS the Board is a College within the meaning of the Labour Code of *British Columbia Act*:

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

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

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

## DEFINITIONS

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

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

**College:** Camosun College including all campuses.

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

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

**Probation:** 2 years full-time continuing appointment (or equivalent in part-time) or the equivalent of 2 full-time years of accumulated term appointments.

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

**Appointment:** is a written offer of employment.

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

## ARTICLE 1 - APPOINTMENTS TO FACULTY

### 1.1 Initial Appointments

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

### 1.2 Term Appointments

Specified Term Appointments shall be made:

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

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

### **1.3 Continuing Appointments**

(a) An employee who has successfully completed a probationary appointment will automatically receive a continuing appointment. Under special circumstances, with the mutual agreement of the employee, Union and College, a probationary period may be extended for a period not exceeding six (6) months.

(b) A full-time faculty member shall not be converted involuntarily to part-time without mutual agreement among that member, the Union and the College.

A full-time faculty member assigned to a continuing part-time contract will maintain accumulated seniority and shall continue to accrue seniority on a prorated basis.

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

### **1.4 Correspondence**

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

### **1.5 Hiring Consultation**

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

### **1.6 The College and Union to Acquaint New Employees**

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

### **1.7 Job Vacancies**

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

### **1.8 Vocational Trades Program**

All programs leading to qualifications in skilled trades, certified trades, designated vocational trades programs or technical trades shall be deemed to be vocational trades programs. All faculty engaged in instruction, supervision, evaluation, interpretation or development of such technical course content or material shall be members of the BCGEU, part of Local 701, Camosun College Bargaining Unit, and possess qualifications as outlined in Clause 4.1 of this Collective Agreement.

## **ARTICLE 2 - TERMINATION OF APPOINTMENT**

### **2.1 Term Appointments**

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

## **2.2 Resignation**

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

## **2.3 Probationary Appointments**

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

## **2.4 Dismissal, Suspension, and Discipline - Burden of Proof**

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

## **2.5 Dismissal**

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

## **2.6 Suspension**

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

## **2.7 Dismissal and Suspension Grievance**

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

## **2.8 Right to Grieve Other Disciplinary Action**

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

# **ARTICLE 3 - REDUCTION OF STAFF**

## **3.1 Notification**

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

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

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

### **3.2 Role of Seniority**

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

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

### **3.3 Retraining**

(a) An employee who is terminated for reason of reduction of staff, who is not judged to be qualified to transfer to another position as provided in Clause 3.2, and who has served the College for at least five (5) years shall receive paid leave of up to eight (8) months, in order to qualify for an available position at the College. An available position is one which, at the time the reduction in staff is given, is currently unfilled or has been confirmed to become vacant within the retraining period. Payment for the leave will be prorated if only part-time leave is required. In the event no position is available, Clause 3.5 shall apply.

(b) When retraining is not practicable, and to facilitate early retirement of employees between the ages of 55 and 64 years, an employee shall be granted either severance pay in accordance with Clause 3.5(b), in addition to other retirement benefits, or early retirement incentive in accordance with Clause 18.3. In no case will both clauses be applied.

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

### **3.4 Appeal**

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

### **3.5 Severance Pay and Reappointment**

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

(a) *Reappointment:*

An employee with five (5) years of service or less shall be placed on a reappointment list for one (1) year. An employee with more than five (5) years of service shall be placed on a reappointment list for two (2) years. Reappointment shall be based on seniority within the department, discipline or specialty. An employee may, at any time while on the list or at the expiry of being on the list other than for reasons of re-employment into a continuing or probationary position, apply to the College to receive a

severance payment in accordance with 3.5(b). An employee who elects the severance pay is deemed to have resigned and forfeits any further entitlement to reappointment under this clause.

(b) *Severance Pay:*

An employee shall receive pay calculated as one-half (½) of one (1) month's salary, based on the full monthly salary for the employee's step placement established by the Salary Scale currently in effect, for each full-time equivalent year of service to the College, to a maximum of six (6) months of salary. Severance pay will be paid on the employee's final day of work and will not be considered employment for either College or statutory benefits. An employee who elects the severance pay alternative is no longer eligible for the conditions provided in Clause 3.5(a).

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

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

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

(c) A faculty member who declines a reduction in assignment from full-time to part-time will be covered by this Clause and will have the same options as a faculty member whose employment in his/her assigned position is to be terminated due to a reduction in staff.

(d) This acceptance of severance pay by an employee shall not prejudice the employee's opportunity of future employment at the College.

## ARTICLE 4 - PLACEMENT ON SCALE

### 4.1 Initial Placement

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

(a) *Qualifications*

(1) For an employee holding a degree from a recognized university at the Bachelor's level, or a combination of university, college, or other training deemed to be equivalent and relevant to his/her field of expertise initial placement will be Step 14 (Step 13 after April 1, 2001) with a maximum placement of Step 5.

(2) For an employee holding a master's degree; equivalent professional certification; journeyman's certificate; or professional qualifications such as a registered nurse, which is directly relevant to the discipline area in which the employee will teach initial placement will be Step 13. (Step 12 after April 1, 2001) with a maximum placement of Step 2.

(b) *Recognition for Work and Teaching Experience*

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

- (1) each year of teaching or relevant work experience in a college, technical institute or vocational school.
- (2) each year of teaching or relevant work experience in a secondary school or university to a maximum of eight (8) years (8 steps).
- (3) two (2) years of relevant work experience in other than a college-type setting, for experience beyond that required to qualify for initial placement, to a maximum of ten (10) years (5 steps). (For initial placement in the School of Trades and Technology all other qualifications being equal, preference will be given to applicants who have supervisory work experience after receiving journeyman or equivalent certification.)

#### **4.2 Salary Range**

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

#### **4.3 Procedure**

The letter of appointment for first time employees at the College will include a copy of the worksheet used to determine salary placement. At the request of the employee, placement on the salary scale may be reviewed at any time up to six (6) months after initial appointment. The Administration shall include, along with the letter of appointment, an information sheet provided by the Union which outlines members' options and prerogatives under this Agreement.

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

#### **4.4 Payment of Salaries**

All employees shall be paid on January 10, 1997, for work performed between January 1 and January 10, 1997, inclusive. Pay days shall be bi-weekly (every second Friday) thereafter.

#### **4.5 Substitute Teachers**

Wherever possible, the College will provide for substitute instructors to relieve instructors who are absent as a result of illness or other emergency. The procedure for recruiting, determining suitability, and assigning substitutes shall be developed by the Divisional Dean, in consultation with his/her Chairs. Substitute instructors shall be paid on an hourly rate equivalent to Step 7 of the salary scale, or the step at which they were last placed at the College if they have been previously employed by the College.

Substitute instructors working ten (10) consecutive working days or less shall be paid on submission of time sheets, will pay Union dues and will be entitled to representation by the Union on issues resulting in grievance, but shall receive only statutory benefits. Substitute instructors working more than ten (10) consecutive working days shall receive term appointments from the start of such employment.

Whenever a faculty member is unable to meet a scheduled class because of illness or other reason, he/she shall inform the Divisional Dean's office. Only the Dean or his/her designee will cancel a class, and will inform students on any cancellations.

## ARTICLE 5 - INCREMENTS

### 5.1 Advanced Placement (see also Appendix D)

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

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

### 5.2 Increments for Service

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

### 5.3 Change of Qualifications

An employee who becomes entitled to an increase in salary by reason of a change in qualifications which changes his/her salary placement must forthwith submit to Human Resources, documentation satisfactory to the appropriate Dean in support of his/her claim. The increase shall be retroactive to the date of successful completion upon receipt of a letter from the appropriate institution, providing it does not exceed three (3) months and is within the same fiscal year. Human Resources shall inform the member in writing of his/her new step placement and maximum placement.

## ARTICLE 6 - CHAIR/PROGRAM LEADER

### 6.1 Stipend

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

### 6.2 Change of Stipend

The amount of the stipend shall be subject to the same percent change as is the basic salary scale on April 1<sup>st</sup> of each year.

### 6.3 Duties of Chairs and Program Leaders

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

### 6.4 Complement of Chairs and Program Leaders

A Chair may be appointed for each department as defined by the College. Each Chair shall have a reduced teaching load established from time to time by the Dean and Vice President in consultation with

the Chair. Where a program specialty, other than that represented by the Chair, is identified by the College within a department, a program leader may be appointed to assist in such administrative duties as scheduling, purchasing, advisory committees, etc.

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

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

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

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

### **6.5 Appointment of Chairs**

Each position shall be advertised internally and filled without external advertising if a suitable candidate is found. Selection procedures shall provide for adequate consultation with faculty from the department(s).

### **6.6 Term of Office of Chairs**

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

### **6.7 Qualifications of Chairs**

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

## **ARTICLE 7 - WORKING CONDITIONS**

### **7.1 Workload**

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

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

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

## **7.2 Annual Contact Hours**

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

## **7.3 Non-Contact Days**

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

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

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

## **7.4 Class Size**

Class size for vocational instructors in shops will not normally exceed sixteen (16). In specified programs, related to entry level and pre-employment programs, class sizes of eighteen (18) may be scheduled. In continuous entry programs, where low enrolments have been recorded, class sizes of twenty (20) may be scheduled. Where an instructor's class size is to be increased, the maximum class size will be determined through consultation between the instructor and the Dean and will be subject to review as outlined in Clause 7.1.

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

### **7.5 Work Schedule**

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

### **7.6 Schedule**

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

### **7.7 Non-Teaching Employees and Non-Teaching Duties**

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

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

### **7.8 Continuing Education Programming**

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

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

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

### **7.9 Preparation Time**

Whenever possible the College shall provide for new employees at least two (2) weeks 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.

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

## **ARTICLE 8 - ANNUAL VACATION**

### **8.1 Entitlement - Continuing and Probationary Employees**

- (a) An employee shall have an annual vacation entitlement of forty-five (45) working days. The three (3) non-teaching days between Christmas and New Year's shall be part of the annual vacation

entitlement. Upon approval of an employee's application, the days between Christmas and New Year's may be scheduled as working days and the three (3) days of vacation rescheduled to an alternate convenient time.

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

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

(b) Full-time employees on continuing or probationary appointments may take at least four (4) weeks of their annual vacation entitlement at a mutually acceptable time during the months of July and August.

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

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

## **8.2 Entitlement - Term Employees**

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

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

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

## **8.3 Sickness**

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

## **8.4 Vacation Scheduling**

An employee appointed to a contract of one (1) year or more shall determine, as specified under Clause 8.1, his/her vacation plan. Normally two (2) months, but at least one (1) month of vacation shall be taken during the first twelve (12) months of employment. Upon termination, adjustments for unused or over-used vacation entitlement will be made to final settlement.

## ARTICLE 9 - PAID HOLIDAYS

The following have been designated as paid holidays:

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

## ARTICLE 10 - PROFESSIONAL DEVELOPMENT

### 10.1 Program

The professional development program of the College shall include:

- (a) on campus in-service seminars or courses, including continuing education courses directly related to the employee's discipline. Employees would apply for funding through Professional Development Fund;
- (b) non-teaching duty days (up to two (2) months) to be used for approved professional development projects;
- (c) short-term (up to two (2) months) releases from teaching or other professional duties for approved industrial liaison and professional development projects;
- (d) extended (up to one (1) year) leave for employees having a continuing appointment at part or full salary;
- (e) an exchange program whereby an employee may for one (1) year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increment and in all respects continue as an employee of Camosun College;
- (f) a continuing or probationary employee shall be given eight (8) days of release time each year from normal duties for an approved professional development activity commencing April 1, 1995. Employees with previous service accumulation towards an entitlement of two (2) months of release in a five (5) year period shall have such entitlement prorated on the basis of eight (8) days per year. Professional development release time may be banked, upon approval by the Dean, for use in a larger block to a maximum of forty (40) days. An employee may not use any accumulated professional development release time in the twelve (12) months prior to retirement unless initiated by the College. Professional development release time carries no cash value for employees who leave the College for any reason. An employee who is recalled to a continuing or probationary position shall have their professional development accumulation, that was remaining at the time of his/her layoff, reinstated.

### 10.2 Professional Development Fund

A budget item equal to one and one-half (1½) percent of employees' salaries shall be set aside annually to be used to:

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

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

### 10.3 Curriculum Development Projects

A budgetary fund shall be established annually to provide the equivalent of one-half (½) of an instructional FTE for the purpose of release time from normal instructional duties to undertake curriculum development projects approved by the Dean in consultation with the Chairs.

### 10.4 Professional Meetings

(a) An employee shall be granted, upon request, up to two (2) days per annum leave with pay to attend the Society of Vocational Instructors' Convention or upon consultation with his/her Dean up to two (2) days per annum leave with pay to attend the annual meetings of other registered professional associations.

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

### 10.5 Unassisted Leave

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

## ARTICLE 11 - PUBLIC OR UNION OFFICE

### 11.1 Seek Election

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

### 11.2 Campaign

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

### 11.3 Leave

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

- (a) for an employee elected, or appointed, to 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.

## ARTICLE 12 - COURT APPEARANCES

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

## ARTICLE 13 - BEREAVEMENT LEAVE

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

## ARTICLE 14 - PARENTAL LEAVE

### 14.1 Maternity Leave

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the College with at least four (4) weeks notice and on return from maternity leave the employee shall be reinstated in all respects by the College to her former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.
- (b) The College shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The College may require proof of the employee's capability to perform her normal work through the production of a medical certificate.
- (c) Maternity leave shall cover a period up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for the employee's health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.
- (d) Any probationary period shall be extended by the length of time the employee is on leave under this clause.
- (e) To a maximum of six (6) months, while on maternity leave, an employee shall retain and accumulate her full employment status in connection with seniority, sick leave, vacation and professional development provisions.
- (f) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and the College, where the employee elects to continue in the plan, shall continue to make payment to the plan in the same manner as if the employee were not absent.
- (g) While on unpaid maternity leave, an employee may access paid sick leave entitlements upon presentation of a medical certificate from a qualified medical practitioner.

### 14.2 Adoption Leave

- (a) Upon request and furnishing proof of adoption, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. On return from adoption leave the employee shall be reinstated in all respects by the College to his/her former, or equivalent position,

and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(b) General leave may be granted where additional leave is required because of the health of the child.

(c) Any probationary period shall be extended by the length of time the employee is on leave under this clause.

(d) For a maximum of six (6) months, while on adoption leave, an employee shall retain and accumulate his/her full employment status in connection with seniority, sick leave, vacation and professional development provisions.

(e) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the same manner as if the employee was not absent.

### **14.3 Parental Leave**

(a) Upon four (4) weeks written notice and submission of a medical certificate, an employee is entitled to a leave of absence without pay, and with continued accrual of seniority, sick leave, vacation and professional development provisions, for up to twelve (12) weeks for the mother and up to six (6) months for the father, in order to spend time with a new child.

(b) The leave must begin:

- (1) for the mother - following eighteen (18) weeks of maternity leave under Clause 14.1;
- (2) for the father - within fifty-two (52) weeks of the child's date of birth.

(c) Where the newborn child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee shall be entitled to an additional period of parental leave of up to five (5) weeks.

(d) On return from parental leave the employee shall be reinstated in all respects by the College to his/her former, or equivalent position, and with all rights and increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(e) Any probationary period shall be extended by the length of time the employee is on leave under this clause.

(f) For a maximum of six (6) months, while on parental leave, an employee shall retain and accumulate his/her full employment status in connection with seniority, sick leave, vacation and professional development provisions.

(g) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other benefit plan and, where the employee elects to continue in the plan, the College shall continue to make payment to the plan in the same manner as if the employee were not absent.

### **14.4 Paternal Leave**

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

### **14.5 Family Illness**

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after

notifying his/her Dean, to use annual sick leave entitlements up to a maximum of three (3) days at any one time for this purpose.

#### **14.6 Compassionate Leave**

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

### **ARTICLE 15 - SICK LEAVE**

#### **15.1 Basic**

(a) An employee is entitled to sick leave at the rate of one and one-half (1½) days per month. An employee having a continuing appointment shall be credited with eighteen (18) days sick leave each year on the first day of April. A newly appointed employee shall be credited, on appointment, with sick leave for the remainder of the fiscal year, i.e. until March 31, at the rate of one and one-half (1½) days per month. A part-time employee is eligible for sick leave on a prorated basis which is calculated at the time it is required.

(b) Term employees may accumulate and carry forward all unused sick leave to their future contracts when the break between contracts is six (6) months or less. Any break longer than six (6) months will cancel all previous sick leave credits.

#### **15.2 Accumulation**

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

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

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

(c) a combination of (a) and (b);

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

(e) deductions shall be made from sick leave entitlements in accordance with the following:

(1) all absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) and subject to Clause 16, shall be charged against an employee's sick leave credits;

(2) there shall be no charge against an employee's sick leave credit when his/her absence on account of illness or injury is less than one-half day;

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

(f) in the event of death, accumulated sick leave will be paid in full to the employee's designated beneficiary as indicated in the group life insurance policy unless otherwise specified.

### **15.3 Sick Leave Bank**

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

(b) Only those employees as described in (a) are entitled to draw from the bank.

(c) An employee who has drawn from the bank may not begin to accumulate sick leave, until he/she has repaid the bank one-third of the amount, reckoned to the nearest multiple of three, which he/she has drawn from the bank.

(d) An employee who exhausts his/her sick leave allotment and accumulation shall be entitled to additional days of sick leave only for those days of absence for which a qualified medical practitioner testifies that the employee was unable to attend to his/her duties at the College.

(e) All requests for additional sick leave must be submitted in writing, together with the necessary medical certificates, to the Standards and Ethics Committee which shall make a recommendation to the Vice President, Education as to whether or not the employee is to be granted sick leave from the bank and, if applicable, the number of days to be granted. The Committee may not recommend that an employee receive more days from the bank than are necessary to qualify for Disability Insurance benefits.

(f) In the event that the bank is exhausted, the Union may levy each employee additional days of sick leave and shall be entitled to deposit such days in the bank.

## **ARTICLE 16 - WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

### **16.1 Workers' Compensation Board**

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

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

### **16.2 Occupational Health and Safety**

The BCGEU and the College agree that regulations made pursuant to the *Workers' Compensation Act*, *The Factories Act* or any other statute of the Province of British Columbia pertaining to the working environment, shall be complied with. First Aid kits shall be supplied in accordance with this section.

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

(a) *College Occupational Health and Safety Committee*

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

The Occupational Health and Safety 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 Occupational Health and Safety Committees shall be sent to the BCGEU local area office and the bargaining unit Chair. Employees who are representatives of the Occupational Health and Safety Committee shall continue to receive the rate of pay they would have been receiving had they not been attending an Occupational Health and Safety Committee meeting.

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

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

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

(b) *Injury Pay Provision*

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

(c) *Transportation of Accident Victims*

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

(d) *Investigation of Accidents*

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

(e) *Industrial First Aid Requirements*

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

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

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

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

(f) *Safety Courses*

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

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

## ARTICLE 17 - BENEFITS

### 17.1 Benefit Information

(a) All benefits except those provided as a result of the Employment Insurance Rebate shall be considered part of this Agreement.

(b) Notwithstanding the foregoing, the Parties agree that the employee benefits will not change without mutual agreement.

(c) Benefits shall be as set forth in **an on-line manual. Hard copies will be available at convenient locations and for those who specifically need one.**

### 17.2 Medical Services

Effective January 1, 1995, the College shall pay all of the costs of a Medical Services Plan and an Extended Health Benefit Plan for full-time employees with an appointment of one (1) full month or longer. Premiums for employees on less than full-time appointments will be shared on a prorated basis. All administrative costs for these plans shall be borne by the Board. Subject to Clause 17.6, participation in this plan shall be a condition of employment for all employees holding appointments of fifty (50%) percent or greater unless covered in another plan. Appointments of less than fifty (50%) percent will also be granted coverage upon application to Employee Support and Development Services.

### 17.3 Dental Plan

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

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

#### 17.4 Group Life

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

#### 17.5 Disability Plan

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

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

The employee in receipt of Disability Income benefits under the group plan will have the opportunity to participate during a period not exceeding two (2) years in College benefit plans, as applicable but will be required to pay one hundred percent (100%) of the premium costs thereof. The employee in receipt of Disability Income benefits under the group plan will be entitled to return to the employ of the College during a period not exceeding two (2) years upon submission of a medical certificate indicating fitness for work.

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

Seniority shall continue to accumulate during the period of disability to a maximum of two (2) years.

#### 17.6 Employee Assistance Program

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

#### 17.7 Coverage for Part-Time and Term Appointments

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

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

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

### 17.8 Professional Fees

The Employer will reimburse the regular BCGEU employees in Health and Human Services any professional fees that the employee is required to obtain to carry out their duties as an instructor.

## ARTICLE 18 - RETIREMENT

### 18.1 Retirement Allowance

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

### 18.2 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 work load to be mutually acceptable to the College and the employee, but not less than fifty percent (50%). Salary and benefits shall be prorated in accordance with the percentage of workload.

### 18.3 Early Retirement Incentive

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

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

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

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

## ARTICLE 19 - PARKING

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

## ARTICLE 20 - INDEMNITY

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

## ARTICLE 21 - RESOLUTION OF DISPUTES

### 21.1 Union Representation

The Union has a right to represent its members in dealings with the Board related to the administration of this agreement. It will determine how and under what conditions it will assist a member in preparing and presenting any grievance in accordance with grievance procedures outlined in the contract.

### 21.2 Grievance Procedure

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

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

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

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

### 21.3 Step 1

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

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

### 21.4 Step 2

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

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

**21.5 Time Limit to File to Arbitration**

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

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

**21.6 Administrative Provisions**

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

**21.7 Single Arbitrator**

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

**21.8 Single Arbitrator Procedure**

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

**21.9 Decision of Arbitrator**

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

**21.10 Disagreement on Decision**

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

**21.11 Expenses of Arbitrator**

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

**21.12 Deviation from Grievance Procedure**

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

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

### **21.13 Policy Grievance**

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

### **21.14 Technical Objections to Grievances**

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

### **21.15 Effective Date of Settlements**

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

### **21.16 Amending Time Limits**

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

## **ARTICLE 22 - UNION MEMBERSHIP AND DUES**

### **22.1 Bargaining Unit Definition**

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

### **22.2 Membership**

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

### **22.3 Union Recognition and Rights**

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

## 22.4 Dues

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

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

## ARTICLE 23 - UNION RIGHTS

### 23.1 Individual Agreements

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

### 23.2 Fair Treatment

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

### 23.3 Leave for Union Business

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

Approved leave of absence will be granted:

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

### 23.4 Picket Lines

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

## ARTICLE 24 - SAFEGUARD AGAINST SALARY REDUCTIONS

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

## ARTICLE 25 - USE OF TERMS

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

## ARTICLE 26 - TERM OF AGREEMENT

### 26.1 Dates

This agreement shall be binding and remain in full force and effect from the first day of April, 2001 to and including March 31, 2004 and shall continue from year to year thereafter, unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

### 26.2 Extension of Anniversary Date

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

### 26.3 Revisions to Agreement

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

## ARTICLE 27 - EMPLOYEE APPRAISAL

### 27.1 Evaluation Reports

- (a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal.
- (b) Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal.
- (c) An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this Agreement.
- (d) An employee shall have the right to request a formal appraisal, providing that at least six (6) months have elapsed since the last appraisal and that the Dean has agreed to the timing of the appraisal.

## **27.2 Distribution**

The completed appraisal shall be available only to the employee, his/her Chair, his/her Dean, the Vice President, Education, the President and the Board Chairman. In the event of a dispute or legal action, the appraisal shall be available to a joint Union-Board committee, an arbitrator board and the Board's legal counsel.

## **27.3 Personnel Files**

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

## **27.4 Right to Have a Union Representative Present**

An employee shall have the right to have a Union representative present at any discussion with administration which the employee believes might be the basis of disciplinary action. Where administration intends to interview an employee for disciplinary purposes, the administration shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a Union representative, providing that this does not result in an undue delay of the appropriate action being taken.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

- (a) An employee shall be considered displaced by technological change when his/her services are no longer required in the same capacity as a result of change in the method of operation or equipment.
- (b) The College agrees to take all reasonable steps so that an employee shall not lose employment because of technological change. Every reasonable effort will be made by the College to utilize normal 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.
- (c) Where the introduction of a technological change substantially alters the method of presentation or the content of an existing course, faculty members who may have responsibility for the course shall be consulted before the intended change is implemented.

## **ARTICLE 29 - SENIORITY**

### **29.1 Accumulation of Seniority**

- (a) Service seniority shall be defined as the length of continuous service with the College since the last date of hiring plus the aggregate length of all periods of employment with the College after April 1, 1980, where no break in service exceeds two (2) years. Such service seniority shall include all

continuous service with the Public Service of British Columbia prior to the Meld which took place October 1, 1975.

(b) Seniority shall continue to accumulate when an employee is on training leave, in accordance with Clause 3.3(a) or where the employee has been approved for accrual of seniority under Clause 10.6.

(c) Employees on maternity, adoption, or parental leave shall continue to accumulate seniority.

(d) If a continuing employee terminates their employment as a result of a decision to raise a dependent child (children), and is re-employed, upon application he/she shall be credited with length of service accumulated at the time of termination. The following conditions shall apply:

(1) the employee must have been a continuing employee with at least three (3) years of service seniority at the time of termination;

(2) the resignation must indicate the reason for termination;

(3) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;

(4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

(e) A continuing employee who resigns his/her position and within sixty (60) days is re-employed as a continuing employee, shall upon application be credited with length of service accumulated at time of termination.

(f) The College shall publish on November 1 of each year a seniority list of its continuing employees, including, for full-time employees, the date of the next salary experience increment.

## **29.2 Loss of Seniority**

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

(a) he/she is discharged for just cause;

(b) he/she voluntarily terminates his/her employment or position;

(c) he/she is on layoff and their recall period as outlined in Clause 3.5(a) has expired;

(d) he/she is unavailable or declines two (2) offers of re-employment in which the duration and nature of work is similar to that which he/she carried out prior to layoff.

## **ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT**

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

IN WITNESS WHEREOF of the Camosun College Board of Governors has caused the name and seal of Camosun College to be affixed hereto in the presence of the Chairperson and the Bursar of the College Board of Governors, and the Union has caused these present to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written above.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President, BCGEU

\_\_\_\_\_  
Peter Baillie  
Board Chairperson

\_\_\_\_\_  
Dave Frampton  
Bargaining Committee Member

\_\_\_\_\_  
Liz Ashton  
President

\_\_\_\_\_  
Laurie Pettinger  
Bargaining Committee Member

\_\_\_\_\_  
Rod Lidstone  
Bargaining Committee Member

\_\_\_\_\_  
Preben Skovgaard  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX A  
STANDARDS AND ETHICS COMMITTEE**

**1. MEMBERSHIP**

The Committee shall consist of:

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

**2. TERMS OF OFFICE**

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

**3. CHAIRPERSON OF THE COMMITTEE**

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

**4. DUTIES OF THE COMMITTEE**

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

## BCGEU

**APPENDIX B**  
**SALARY SCALE AS PER APPENDIX A IN COMMON AGREEMENT**  
**FROM APRIL 1, 2001 – MARCH 31, 2004**

Step	2001/02	2002/03	2003/04
1	66,504	71,000	73,257
2	64,436	66,512	68,238
3	62,587	64,162	65,445
4	60,791	61,812	63,048
5	59,047	59,462	60,651
6	57,352	57,112	58,254
7	55,706	54,762	55,857
8	54,107	52,412	53,460
9	52,554	50,062	51,063
10	51,046	47,712	48,666
11	49,581	-	-
12	48,158	-	-
13	46,776	-	-

Notes: \$3,166 added to Step 1 in April 1, 2002 and an additional \$900 added to Step 1 in April 1, 2003 as a Labour Market Adjustment.

Scale Movement April 1, 2002:  
*Funded by Labour Market Adjustment*

13 to 10  
 12, 11 to 9  
 10 to 8  
 9, 8 to 7  
 7 to 6  
 6 to 5  
 Rest unchanged

**APPENDIX C  
REDUCTION IN STAFF FLOWCHART**

1. Reduction-in-Staff Decision

2. Transfer to Alternate Employment

3. Reduction-in-Staff Letter Given

4. Retraining (up to 8 months)

5. Layoff

6. Reappointment Rights

7. Severance Pay

8. Retirement (if age 55 or Older)

**FLOWCHART ACTIVITY DESCRIPTION**

1. Reduction in staff due to changes in enrolment, deletion of a program, technological change or for budgetary reasons. [Clause 3.1] Individual is identified based on seniority within a department, discipline or specialty. [Clause 3.2]
2. Employee is transferred if there is an available position for which he is well qualified. [Clause 3.2(a)] OR
3. Reduction in staff letter is sent by the President giving four (4) months of notice excluding annual holidays. [Clause 3.1] Letter specifies reasons for layoff.
4. Employee with at least five (5) years of service may receive up to eight (8) months of paid leave to retrain if there is an available position. [One currently unfilled or confirmed to become vacant within retraining period.] Program of retraining is developed in consultation with employee. [Clause 3.3(a)] OR
5. If a retraining opportunity does not exist, employee is laid off at end of notice period.
6. A laid-off employee may choose to retain recall rights for reappointment should suitable vacancies arise. Length of term of recall rights is governed by length of seniority. [Clause 3.5(a)] OR
7. A laid-off employee may choose to forfeit all recall rights and receive a severance payment of one-half ( $\frac{1}{2}$ ) of one (1) month's salary for each full-time equivalent year of service to a maximum of six (6) months of pay. [Clause 3.5(b)] OR
8. An employee between the ages of 55 and 64 may choose to retire. In addition to pension benefits, the employee receives up to six (6) months pay as severance [Clause 3.5(b)], and a pay-out of one-half ( $\frac{1}{2}$ ) of accumulated sick leave entitlement. [Clause 15.2]

**APPENDIX D  
ADVANCED PLACEMENT**

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

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

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

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

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

**LETTER OF UNDERSTANDING #1**

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

**Re: Family Illness (Clause 14.5)  
Compassionate Leave (Clause 14.6)  
and Sick Bank Donations (Clause 15.3)**

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

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

**LETTER OF UNDERSTANDING #2**

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

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

It is the desire of the Parties to facilitate conversion of eligible vocational instructors to regular appointment starting as of April 1, 2000. Consequently, the Parties agree to this *Letter of Understanding* outline the principles for implementation of regularization.

**Appointment Categories**

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

1. Regular (full-time or part-time)
2. Non-Regular (probationary or term)

This *Letter of Understanding* will eliminate the category of Conditional Continuing Appointment under Article 1.04.

Reference to 'Continuous Employees' should be read as referring to "Regular Employees." Reference to 'Probationary Employees' should be read as referring to "Non-Regular Probationary Employees."

**Conversion to a Regular Appointment**

1. A Non-Regular term employee shall be reviewed for conversion to a regular appointment when:
  - a. An employee has worked at least two consecutive years at a workload of 50% or greater (18 full-time equivalent weeks or greater) in each of two consecutive years; or
  - b. An employee has performed a workload of at least 120% (at least 43 full-time equivalent weeks) over at least two consecutive years; and
  - c. The employee has received a satisfactory evaluation. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the Employer;
2. The employee shall be converted if there is a reasonable expectation of an on-going workload assignment for which the employee is qualified, of at least 50%, in the year immediately subsequent to that in which the conversion arises.
3. The employee's conversion to a regular appointment will become effective on April 1, 2000, and subsequently on the first day of the month following the date on which the employee meets the conversion criteria. Salary and College-paid benefits will begin on the date on which the available on-going workload begins.

4. Article 3 of the Collective Agreement (REDUCTION OF STAFF – CONTINUING EMPLOYEES (NOT TO INCLUDE CONDITIONAL CONTINUING EMPLOYEES)) will be retitled REDUCTION OF STAFF, and will apply to all regular and probationary employees (full and part-time).
5. Regularization will be a standing item on the Joint Labour Management Committee meeting agenda.

Signed on behalf of the Union

Signed on behalf of Camosun College

\_\_\_\_\_  
Preben Skovgaard  
Staff Representative

\_\_\_\_\_  
Bob Priebe  
Vice President, Education and Student Services

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**LETTER OF UNDERSTANDING #3**

between

CAMOSUN COLLEGE

and

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

**AS PER THE COMMON AGREEMENT****Re: Article 14 – Maternity and Parental Leave  
and regarding  
Supplemental Employment Benefit Plan for  
Maternity and Parental Leave**

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

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

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

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President, BCGEU

\_\_\_\_\_  
Peter Baillie  
Board Chairperson

\_\_\_\_\_  
Dave Frampton  
Bargaining Committee Member

\_\_\_\_\_  
Liz Ashton  
President

\_\_\_\_\_  
Laurie Pettinger  
Bargaining Committee Member

\_\_\_\_\_  
Rod Lidstone  
Bargaining Committee Member

\_\_\_\_\_  
Preben Skovgaard  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.