

COLLECTIVE AGREEMENT

Between

CAMOSUN COLLEGE FACULTY ASSOCIATION

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1004**

September 1, 2022 – August 31, 2024

Table of Contents

ARTICLE 1	RECOGNITION AND NEGOTIATIONS	1
1.01	Bargaining Unit	1
1.02	No Other Agreements	1
1.03	Future Legislation	1
1.04	Conflict with Policies	1
ARTICLE 2	UNION DUES AND SECURITY	1
2.01	Union Dues	1
2.02	Security	2
ARTICLE 3	PICKET LINES	2
ARTICLE 4	UNION BUSINESS	2
ARTICLE 5	OTHER EMPLOYEE RIGHTS	3
5.01	No Discrimination	3
5.02	Sexual and Personal Harassment	3
5.03	Employment Standards Act	5
5.04	Indemnification	5
5.05	Privacy	5
5.06	Electronic Monitoring and Surveillance	5
5.07	Employee Confidentiality	6
5.08	Health and Safety	6
5.09	Personnel File	6
5.10	Human Rights and Discrimination	6
ARTICLE 6	MANAGEMENT RIGHTS	6
6.01	Management Rights:	6
6.02	Non-Discriminatory	6
6.03	No Other Agreement	7
ARTICLE 7	GRIEVANCE AND ARBITRATION	7
7.01	Definition of Grievance	7
7.02	Settling of Union Grievances	7
7.03	Deviation from Grievance Procedure	7
7.04	Expedited Arbitration	8

ARTICLE 8	DEFINITIONS OF EMPLOYEES	8
8.01	Regular Employees	8
8.02	Probationary Employees.....	8
8.03	Term Employees	9
8.04	Casual Employees.....	9
ARTICLE 9	NEW CLASSIFICATIONS.....	9
ARTICLE 10	EMPLOYEE APPRAISALS.....	9
ARTICLE 11	PROMOTIONS AND STAFF CHANGES.....	10
ARTICLE 12	SENIORITY	11
12.01	Seniority Defined	11
12.02	Accrual of Seniority.....	11
12.03	Loss of Seniority	11
12.04	Seniority List.....	11
ARTICLE 13	DISCIPLINE AND RESIGNATION.....	12
13.01	Discipline	12
13.02	Resignation.....	12
13.03	Abandonment of Position.....	12
ARTICLE 14	CONFLICT OF INTEREST	12
ARTICLE 15	HOURS OF WORK, OVERTIME AND LEAVES.....	13
15.01	Workload	13
15.02	Flexible Work Schedule	13
15.03	Working from Home.....	13
15.04	Right to Refuse Overtime	14
15.05	Rest Periods	14
15.06	Overtime Rates.....	14
ARTICLE 16	PAID HOLIDAYS	14
ARTICLE 17	VACATION	14
17.01	Annual Vacation Entitlement.....	14
17.02	Vacation Carry Over	15
17.03	Vacation Schedules.....	15
17.04	Vacation Pay	15
17.05	Approved Leave of Absence With Pay During Vacations	16
17.06	Compensation for Holidays Falling Within Vacation Schedules.....	16
ARTICLE 18	STAFF DEVELOPMENT AND TRAINING.....	16
18.01	Professional Development.....	16
18.02	Staff Training	16

ARTICLE 19	NEW EMPLOYEES	16
ARTICLE 20	CORRESPONDENCE	17
ARTICLE 21	LAYOFFS AND REAPPOINTMENTS	17
21.01	Layoff.....	17
21.02	Role of Seniority in Layoffs.....	17
21.03	Reappointment Procedure.....	17
21.04	Advance Notice	17
21.05	Severance Pay and Reappointment.....	18
21.06	Campus Closure.....	18
ARTICLE 22	SICK LEAVE.....	18
22.01	Sick Leave Entitlement	18
22.02	Recurring Illness or Injury.....	18
22.03	Employees to Inform CCFA.....	18
22.04	Sick Leave Report	19
22.05	Family Illness.....	19
22.06	Ineligible For Sick Leave.....	19
22.07	Medical and Dental Appointments	19
22.08	Payment in Lieu of Benefits and Pension When on Sick Leave	19
ARTICLE 23	LEAVE OF ABSENCE	20
23.01	Jury Duty or Court Witness.....	20
23.02	Compassionate Care Leave	20
23.03	Bereavement Leave	20
23.04	General Leave	20
23.05	Maternity Leave	21
23.06	Parental and Adoption Leave	21
23.07	Supplemental Employment Benefit for Maternity and Parental Leave	22
23.08	Vacation Carry Over	23
23.09	Leave of Absence for Full-Time Public Duties	23
ARTICLE 24	PAYMENT OF WAGES AND ALLOWANCES.....	23
24.01	Pay Days	23
24.02	Appendix C.....	24
24.03	Childcare Expenses.....	24
24.04	Reasonable Expenses.....	24
24.05	Automobile Allowance	24

ARTICLE 25	PROFESSIONAL FEES.....	24
ARTICLE 26	GENERAL CONDITIONS	24
26.01	Proper Accommodation	24
26.02	Parking	24
26.03	Computer Access	24
ARTICLE 27	COPIES OF AGREEMENT.....	25
27.01	Copies of Agreement.....	25
ARTICLE 28	PRONOUNS	25
28.01	Plural, Masculine or Feminine Terms May Apply.....	25
ARTICLE 29	TERM OF AGREEMENT	25
29.01	Agreement Period.....	25
29.02	Adherence	25
29.03	Retroactivity.....	26
29.04	Exclusions	26
LETTER OF AGREEMENT # 1.....		27
Re: Labour Relations Advisor (LRA) Job Description		
APPENDIX A: JOB DESCRIPTIONS.....		29
APPENDIX B: WAGES AND SALARIES		34
APPENDIX C: PERCENTAGES IN LIEU OF BENEFITS AND PENSION.....		35
APPENDIX D: DEFINITION OF FAMILY MEMBER FOR THE PURPOSE OF CLAUSE 22.02 COMPASSIONATE LEAVE AND CLAUSE 22.03 BEREAVEMENT LEAVE		36

ARTICLE 1 RECOGNITION AND NEGOTIATIONS

1.01 *Bargaining Unit*

- a) The Canadian Union of Public Employees and its Local 1004 is the sole and exclusive collective bargaining agent for all Employees of the CCFA, henceforth known as the “Employee(s)”, except those exempted by the Labour Relations Code.
- b) Within this Collective Agreement, “President” means President of the Camosun College Faculty Association (CCFA) or another person designated by the President.
- c) Within this Collective Agreement “Employer” means the Camosun College Faculty Association

1.02 *No Other Agreements*

No Employee or Employer representative shall be required or permitted to make a written or verbal agreement that conflicts with the terms of this Collective Agreement.

1.03 *Future Legislation*

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

1.04 *Conflict with Policies*

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

ARTICLE 2 UNION DUES AND SECURITY

2.01 *Union Dues*

- a) All Employees as defined in Article 8 shall, as a condition of employment, acquire and maintain Union membership and pay monthly dues to CUPE Local 1004.
- b) The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.

2.02 Security

Persons not covered by this Agreement shall not perform work that is normally performed by Employees covered by this Agreement, except in the following circumstances

- a) in the case of emergency,
- b) work and activities that have traditionally been performed by members of CCFA committees or other CCFA members including internal and external CCFA political activities, or
- c) any work traditionally done by the CCFA President, provided that such work does not result in the lay-off of a bargaining unit member.

ARTICLE 3 PICKET LINES

Employees shall not be required to cross picket lines or to perform struck work.

ARTICLE 4 UNION BUSINESS

- a) Union members shall be allowed reasonable time during working hours without loss of pay for the purpose of attending meetings with CUPE Local 1004 representatives, attending CUPE Local 1004 monthly meetings, processing grievances, and meeting with the Employer with respect to negotiation of or administration of the Collective Agreement.
- b) A Union member may request a leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably denied. Requests for such leave of absence shall be in writing and, where possible, shall provide a minimum of two weeks' notice.
- c) The Employer agrees that any Employee who is on leave of absence for the purpose of performing their duties as an officer of the Union or any affiliated body shall continue to accumulate seniority and continue to move through the salary steps outlined in Appendix C. An Employee may be released for Union duties for up to five (5) years. Upon conclusion of duties as an officer of the Union, the Employee shall be entitled to return to their former position.
- d) With respect to any leave of absence granted without pay for performing duties as an officer of the Union, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the cost of salary and benefits assigned to the leave. If the leave of absence is for five (5) or fewer continuous days, the Employer shall bill the Union for wages only.
- e) The Employer will allow the Union reasonable use of its facilities and equipment.

ARTICLE 5 OTHER EMPLOYEE RIGHTS

5.01 *No Discrimination*

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

5.02 *Sexual and Personal Harassment*

All Employees have the right to work in an environment free from sexual and personal harassment.

a) *Definitions:*

i. *Sexual Harassment*

For the purposes of this clause and without limiting the foregoing, sexual harassment includes the following:

1. Unwanted sexual attention by a person who knows or ought reasonably to know that such attention is unwanted, or
2. Unwanted physical contact such as touching, patting, pinching or punching, or
3. Implied or expressed promise of reward for complying with a sexually oriented request, or
4. Implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request, or
5. Inappropriate display of sexually oriented literature, pornographic or offensive material, or
6. Remarks or behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.

ii. *Personal Harassment*

For the purposes of this clause and without limiting the foregoing, personal harassment includes the following:

1. Physical threat, intimidation, assault or unwelcome physical contact such as touching, patting, pinching and punching, or
2. Unwelcome behavior or comment that is directed at or offensive to any Employees and that demeans, belittles, humiliates or embarrasses any Employees, or

3. Implied or expressed promise of reward for complying with a request that is unrelated to an Employee's assigned duties, or
4. Implied or expressed threat of reprisal or denial of opportunity for refusal to comply with a request that is unrelated to an Employee's assigned duties, or
5. The improper use of power and authority so as to endanger an Employee's position, threaten the economic livelihood of an Employee or in any way interfere with or influence the career of an Employee.

b) **Complaints**

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- i. Where a person who is the subject of the complaint is the Employer representative, the Union shall present the grievance to another appropriate Employer representative;
- ii. In the course of investigating a complaint of harassment, Employer and Union representatives shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
- iii. In the determination of a complaint of harassment, an arbitrator shall take reasonable steps in the determination of procedural and evidentiary matters to protect the interest of all parties in privacy and confidentiality, subject to the requirement of fairness to all parties.
- iv. Where the complainant and the person who is the subject of the complaint (the respondent) are both members of the bargaining unit, the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect to any grievance arising from related disciplinary actions.
- v. An arbitrator has the authority to fashion a settlement, which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not upon other bargaining unit Employees.
- vi. No information relating to the complainant's or respondent's personal background or lifestyle shall be admissible during the grievance or arbitration process.

c) **Respondent and Complainant Rights:**

- i. Employees against whom a grievance or complaint has been filed pursuant to this clause shall have the right to know what allegations have been made against them and by whom and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.
- ii. Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

- iii. Time limits may be waived for filing grievances under this clause. However, grievances filed beyond six (6) months after the last incident may be denied on the grounds of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.
- iv. If the complainant chooses to file a simultaneous complaint with the Human Rights Tribunal, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Tribunal and the Tribunal chooses to act on the complaint.

5.03 *Employment Standards Act*

Notwithstanding any other provision of this agreement or any provisions of the Employment Standards Act, the benefits set out in the Employment Standards Act shall be deemed to be the minimum standards of employment under this Agreement and will apply except where a provision more beneficial to the Employees is set out in this Agreement.

5.04 *Indemnification*

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

5.05 *Privacy*

The Employer agrees to comply with the Personal Information Protection Act [SBC 2003], Chapter 63.

5.06 *Electronic Monitoring and Surveillance*

Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of Employees.

Any technology or systems capable of monitoring Employees or their work shall not be used in Employee occupied areas without the knowledge and agreement of Employees in the area.

At no time shall any form of electronic tracking or monitoring of Employees' work or attendance be allowed. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised in writing of the location and purposes of any such equipment.

5.07 Employee Confidentiality

The Employer shall not release any information to any person or agency about an Employee with regard to any personal or work-related matter without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work-related nature to a person or agency, the Employer shall advise the Employee of all particulars of such disclosure. Notwithstanding the foregoing, the Employer may choose to disclose information due to concerns for Employee safety. When the Employer uses technology that can identify Employee access, these records will not be released to any person or agency without the written permission of the Employees, except as required by law.

5.08 Health and Safety

The Employer agrees to comply with the Workers Compensation Act [RSBC 1996], Chapter 492.

5.09 Personnel File

- a) There shall be only one personnel file for each Employee.
- b) The Employee will be notified when new material is added to his/her personnel file.
- c) An Employee or the Union designate, with the written authority of the Employee, will be given private access to his/her personnel file upon reasonable notice.
- d) The Employer, with the written authority of the Employee, will provide to the Employee or the Union designate a copy of his/her personnel file or part thereof upon request, except for letters of reference.
- e) Any disciplinary document(s) shall be removed from the Employee's file after the expiration of eighteen (18) months from the date of issue provided there has not been a further related infraction during that period of time.

5.10 Human Rights and Discrimination

The Employer agrees to comply with the Human Rights Code [RSBC 1996], Chapter 210.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Management Rights:

It is the right of the Employer to exercise the regular and customary function of management and to direct the work force, subject to the terms of this agreement.

6.02 Non-Discriminatory

The Employer shall not exercise its rights to direct the work force in a manner that is in bad faith, arbitrary or discriminatory. Nor shall these rights be used in a manner that would deprive any present Employee of his/her employment, except through just cause.

6.03 No Other Agreement

The Employer shall not make any agreement, decision or policy, nor shall an Employee request any action that will in any way change or nullify any part of this agreement.

ARTICLE 7 GRIEVANCE AND ARBITRATION

7.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether any matter is arbitrable. A grievance may be initiated by either the Employer or the Union.

7.02 Settling of Union Grievances

- a) An Employee with a complaint shall first discuss the issue with the President in an effort to reach a mutually acceptable solution. Where the complaint involves another CCFA member, the President will mediate discussion between the Employee and CCFA member in an effort to reach a mutually acceptable solution.
- b) If no agreement is reached, the grievor may submit the grievance in writing and the President will give a formal written response. A grievance must normally be filed in writing within thirty (30)-working days of the alleged violation of the agreement. The Employer will normally respond in writing within ten (10) working days of receiving the grievance.
- c) If a grievance is not resolved satisfactorily, either or both parties may refer the matter to a single arbitrator. When such a referral is made they will agree on the single arbitrator. Failing agreement, either or both parties may request the Labour Relations Board to make the appointment.
- d) The arbitrator will hear the dispute within thirty (30) days of being appointed and will render a decision as soon as possible. The arbitrator's decision will be binding on both parties, subject to any right to appeal under the Labour Relations Code.
- e) The arbitrator has jurisdiction to hear and determine the issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.
- f) The parties will share equally the arbitrator's fees and expenses. The Union and the Employer are responsible for their own costs of representation.

7.03 Deviation from Grievance Procedure

After a written grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved Employee(s) without the consent of the Union.

7.04 Expedited Arbitration

- a) By mutual agreement, the parties may refer any matter to expedited arbitration, in which case the decision shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter, with the exception of discipline that may remain on an Employee's file.
- b) All presentations shall be concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities.
- c) No written reasons will be provided beyond those which the arbitrator deems necessary to convey the decision.
- d) Neither party shall appeal a decision of an expedited arbitration.
- e) The parties shall share equally the costs of the fees and expenses of the arbitrator.
- f) Any time prior to a hearing, either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to clause 7.02 (c-f). In such an event, time limits shall not prevent the grievance from proceeding to arbitration.

ARTICLE 8 DEFINITIONS OF EMPLOYEES

8.01 Regular Employees

- a) Employees who are appointed to year-round positions shall be confirmed as regular Employees on successful completion of the probationary period set out in Clause 8.02 (a). These Employees have no anticipated termination date.
- b) In lieu of health and other benefits, regular Employees shall receive an additional percentage of their basic pay, as defined in Appendix C, to be paid bi-weekly.

8.02 Probationary Employees

- a) Every Employee shall be on probation for the first six (6) months of employment, not including lay-off periods.
- b) The President or designate, or a committee established for the purpose of appraisal, shall appraise Employees during their probationary period. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- c) Probationary Employees shall be given reasonable notice and the opportunity to address any concerns about their performance prior to the end of the probationary period.
- d) Upon the successful completion of the probationary period, an Employee shall become a regular Employee or a term Employee. Regular Employees shall be placed on the seniority list from the date of the original appointment (Appendix A).

- e) In the event that an Employee's appointment is not confirmed at the end of the probationary period, the Employer may, at the Employer's discretion, give the Employee three (3) weeks' notice or pay in lieu of notice of the termination. At the Employer's discretion, the probationary period may be extended for up to three (3) months.

8.03 Term Employees

- a) Term Employees shall be defined as Employees appointed to positions exceeding thirty (30) working days with a specified termination date and Employees appointed to positions with an unspecified termination date due to sick leave replacement of an unspecified duration.

When a term Employee has worked in excess of six (6) consecutive weeks, he/she or he/she will be entitled to two (2) weeks' notice of the termination of the appointment or pay in lieu unless the term Employee is terminated for just cause, in which case no notice is required.

- b) In lieu of health and other benefits term Employees shall receive an additional twenty percent (20%) of their basic pay to be paid bi-weekly.

8.04 Casual Employees

- a) When it is necessary to hire an Employee for a period of time not exceeding thirty (30) working days to perform work that falls within the bargaining unit, that Employees shall be known as "Casual."
- b) Casual Employees shall join the Union as a condition of employment and shall have full recourse to the grievance procedure.
- c) In lieu of health and other benefits, casual Employees shall receive an additional twenty percent (20%) of their basic pay to be paid bi-weekly.

ARTICLE 9 NEW CLASSIFICATIONS

Should a new classification be created during the life of this Collective Agreement the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be in effect from the first day of the new classification.

ARTICLE 10 EMPLOYEE APPRAISALS

- a) All Employees will have regular written performance appraisals. Performance appraisals will be carried out by the President or designate, in consultation with the CCFA Executive. Appraisals will take place once during an Employee's probationary period, as per clause 8.02 (b); once more within the Employee's first two (2) years of employment and once every three (3) years thereafter. Additional appraisals may occur if a specific and reasonable need is identified by

the President or designate, in consultation with the CCFA Executive. If no appraisal is carried out within the above timeline, an Employee's performance shall be deemed to be satisfactory.

- b) Where an appraisal of an Employee's performance is carried out, the Employee concerned shall be given the opportunity to read and review the appraisal. The form shall provide for the Employee's signature in one of two (2) places, one indicating that the Employee has read and accepts the appraisal and the other indicating that the Employee has read and disagrees with the appraisal. The Employee shall have the right to respond in writing to any specific point. Should the Employee disagree with the appraisal, discussions shall ensue between the President or designate, in consultation with the CCFA Executive, and the Employee (with a Union representative present if the Employee so requests) in an effort to address the area(s) of disagreement. Should no agreement be reached, the Employee may seek to have the appraisal altered by means of the Grievance and Arbitration Procedure (Article 7). An appraisal shall not be changed without the agreement of the Employee after the employee has provided a signed agreement indicating acceptance of its contents. The Employee shall have the opportunity to seek advice from the Union before agreeing to any changes to a signed appraisal. The Employee shall receive a copy of the appraisal.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

- a) When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the regular Employees, then to term Employees, then to new hires.
- b) In filling vacant positions, the Employer shall award the position to the senior qualified regular Employee applicant.
- c) In filling vacant positions where there are no regular Employee applicants, the Employer shall award the position to the qualified term Employee applicant who has exhibited satisfactory performance and who has the greatest total accumulated service.
- d) Qualifications for a new or vacant position shall be determined by the Employer in consultation with the Union.
- e) The determination of whether or not an applicant is qualified for a position shall be determined by the Employer in consultation with the current employees.

ARTICLE 12 SENIORITY

12.01 Seniority Defined

Seniority for a regular Employee is defined as the length of the Employee's continuous employment (full or part-time) from the date of commencing employment. When a term Employee converts to a regular Employee, seniority is calculated from the date of the first term appointment that resulted in conversion.

12.02 Accrual of Seniority

- a) Seniority shall accrue from the first day of employment within the bargaining unit and shall continue to accrue as follows:
 - i. when an Employee in the bargaining unit is participating in a legal work stoppage;
 - ii. for the first two (2) years of absence due to long term disability or workers compensation;
 - iii. for the first six (6) months of layoff, maternity leave, general leave without pay, or any combination thereof (where this clause conflicts with Clause 23.05 (d), 23.05 (d) shall prevail);
 - iv. for the duration of a leave under Article 4 (a) and Clause 23.09.

12.03 Loss of Seniority

- a) An Employee shall lose his/her seniority only in the case of any of the following events:
 - i. he/she is discharged for just cause and is not reinstated;
 - ii. he/she resigns in writing and does not withdraw the resignation within two (2) days;
 - iii. he/she fails to return to work within ten (10) working days following notification to do so by registered mail following a layoff, unless due to sickness or other just cause;
 - iv. he/she is laid off and no longer retains the right of reappointment.

12.04 Seniority List

- a) The Employer shall maintain a seniority list showing the following for each Employee:
 - i. name;
 - ii. date of first appointment within the bargaining unit;
 - iii. position held on date seniority list prepared.
- b) An up-to-date seniority list of all Employees shall be sent to the Union on request.

ARTICLE 13 DISCIPLINE AND RESIGNATION

13.01 *Discipline*

The Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement except for just and reasonable cause. In case of a dismissal, suspension, demotion, or discipline, the Employer shall give written notification of and reasons for the action taken.

An Employee shall have the right to Union representation at any discussion which could form the basis of disciplinary action. Where the President or designate intends to interview an Employee for disciplinary purposes, the President or designate shall notify the Employee in advance of the purpose of the interview and inform the Employee of his/her right to Union representation.

13.02 *Resignation*

Notwithstanding the Employer's need to obtain as much advance notice as possible of an Employee's intention to resign from their position, any Employee may resign upon giving ten (10) working days' written notice of the effective date of resignation.

13.03 *Abandonment of Position*

An Employee who fails to report for duty without informing the Employer of the reason for his/her absence shall be presumed to have abandoned his/her position after missing three (3) days' work without proper notice. When an Employee is presumed to have abandoned his/her position, the effective last day of work shall be the first day of absence. The Employee shall not receive payment in lieu of benefits and pension for the last two weeks worked. An Employee shall be afforded the opportunity to rebut such a presumption and demonstrate that there were reasonable grounds for not informing the Employer.

ARTICLE 14 CONFLICT OF INTEREST

Employees of the CCFA must not hold concurrent employment that places them in real or perceived conflict of interest with respect to their obligations to the CCFA. Where the possibility of such a conflict is identified by either an Employee or the President or designate, it shall be assessed by the CCFA Executive. If the Executive determines that a real or perceived conflict of interest exists, the conflict must be resolved as soon as possible or it may be considered just cause for dismissal as per Clause 13.01. If an Employee disagrees with the Executive's determination, the matter may be referred to arbitration without proceeding through the grievance process.

ARTICLE 15 HOURS OF WORK, OVERTIME AND LEAVES

15.01 Workload

Hours of work for an Administrative Services Coordinator or a Labour Relations Advisor shall be between 24 and 40 hours per week. Hours of work for an Administrative Assistant shall be between 12 and 20 hours per week. Each year the President or designate, in consultation with the Employees, shall recommend Employee workloads to the Executive for the following fiscal year. Annual fluctuations in schedule within these parameters do not constitute layoff.

15.02 Flexible Work Schedule

Except in extenuating circumstances, all hours of work shall be scheduled between 7:00 AM and 5:00 PM Monday to Friday, inclusive of meal periods. The Administrative Services Coordinator(s) shall schedule work hours for the Administrative Services Coordinator(s) and the Administrative Assistant(s), and the President or designate shall schedule work hours for other staff, if any, in accordance with the approved hours. Bi-weekly hours beyond these shall be considered overtime. Where the President, in consultation with the Employees, determines that additional hours beyond the agreed to schedule will be required on an ongoing basis, the parties agree that the additional ongoing hours will be added to the regular schedule and shall not constitute overtime, provided that the additional hours do not exceed 40 hours per week.

15.03 Working from Home

The Parties recognize that in some circumstances, Employees may be able to perform some of their duties at home and agree that Employees may be allowed to work at home subject to the following terms and conditions.

- a) All terms and conditions of the Collective Agreement apply to Employees who are working from home.
- b) In deciding which employees can work from home and when, the Employer will not act unreasonably.
- c) Working from home is voluntary, and either party may end a work-from-home arrangement subject to a seven (7) day notice period.
- d) A work-at-home arrangement shall be limited to duties that the Parties agree can be carried out from home.
- e) When work at home is interrupted as a result of conditions out of an employee's control (e.g. power outage) and the interruption is longer than one hour, Employees will make up the lost work time at a future date, scheduled in consultation with the President or designate.
- f) Employees will ensure and attest that their at-home workplaces allow them to work productively, safely, and securely from home, will include appropriate space and internet capacity (i.e. bandwidth), and are in accordance with WorkSafeBC requirements.

15.04 Right to Refuse Overtime

Employees shall have the right to refuse overtime.

15.05 Rest Periods

There shall be one fifteen (15) minute paid break per three and a half (3.5) hours of work. Employees may take an unpaid break of up to a one (1) hour for their lunch period to be scheduled by the employee in accordance with Article 15.02.

15.06 Overtime Rates

Overtime shall be defined as hours worked in excess of an Employee's regularly scheduled bi-weekly hours of work and shall be paid for at the rate of time and one-half except on statutory holidays or if an Employee is called back after leaving work for the day. In these cases, it shall be paid at double time. Except in emergencies, overtime must be authorized in advance by the President or designate.

ARTICLE 16 PAID HOLIDAYS

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) British Columbia Day
- h) Labour Day
- i) National Truth and Reconciliation Day
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day
- n) All other provincial/federal statutory holidays

ARTICLE 17 VACATION

17.01 Annual Vacation Entitlement

- a) All Employees are entitled to an annual vacation in each year of service to the CCFA as follows:
 - i. Four (4) weeks per annum during the Employee's first three (3) years of continuous service or eight percent (8%) of gross pay per annum.
 - ii. Five (5) weeks per annum during the Employee's fourth (4th) and fifth (5th) years of continuous service or ten percent (10%) of gross pay per annum.

- iii. Six (6) weeks during the sixth (6th) to ninth (9th) years of continuous service or twelve percent (12%) of gross pay per annum.
- iv. Seven (7) weeks in the 10th and subsequent years of continuous service or fourteen percent (14%) of gross pay per annum.
- b) For purposes of calculation, vacation adjustments will occur on September 1st of each year.
- c) Term Employees who are hired to work fewer than twelve (12) calendar months each fiscal year (September 1 – August 31) shall receive vacation pay at the appropriate percentage rather than days. Upon termination, adjustments for unused or over-used vacation entitlement will be made to the Employee's final salary at the Employee's current rate of pay.
- d) All vacations will be scheduled by mutual agreement between the Employee and the President or designate, working together to consider the needs of the CCFA and the interests of the Employee. Approval for Employee vacation requests shall not be unreasonably withheld.
- e) Employees' annual vacation entitlement shall be based on their regular weekly work hours.

17.02 Vacation Carry Over

- a) With the approval of the President or designate, Employees may carry over up to two (2) weeks of their annual vacation entitlement into the next vacation year. Application for vacation carry-over shall be in writing. Approval shall not be unreasonably withheld.
- b) Any vacation carried over must be used in the fiscal year following the year in which the vacation was accumulated.
- c)
 - i. Each October, the Administrative Coordinator shall calculate Employees' annual vacation entitlements and notify the President or designate. Employees will also be notified in June of any unused vacation remaining.
 - ii. Where the Employee agrees at the Employer's request to forego any portion of his/her full vacation entitlement, the remaining entitlement will be carried forward to the following year or, by mutual agreement, converted to additional pay.

17.03 Vacation Schedules

Vacation schedules shall not be changed other than in cases of emergency, except by mutual agreement in writing between the Employee and the President.

17.04 Vacation Pay

Payment for vacations will be made at an Employee's current regular rate of pay.

17.05 Approved Leave of Absence With Pay During Vacations

In cases where an Employee is bedridden due to illness for three (3) or more days during his/her vacation period, the period of vacation, to a maximum of twenty (20) days so displaced, may be taken at a mutually agreed upon alternative time. A request for such replacement vacation time must be supported by a certificate from a medical practitioner.

17.06 Compensation for Holidays Falling Within Vacation Schedules

Where an Employee is on vacation leave and a paid holiday falls within the leave period, the paid holiday shall not count as a day of vacation.

ARTICLE 18 STAFF DEVELOPMENT AND TRAINING

18.01 Professional Development

- a) Employees shall be eligible for up to five (5) working days at their regular rate of pay per year for Professional Development (PD).
- b) Professional Development entitlements do not apply to term or casual Employees.
- c) Professional Development is defined as activities which enhance an Employee's ability to perform job duties or which enhance an Employee's career development. Employees must request and receive approval from the Employer to receive PD funds. Such approval shall not be unreasonably withheld.
- d) In any year, each Employee is guaranteed a minimum annual allocation of one thousand five hundred (1500) dollars in approved PD funds
- e) An Employee may carry forward his/her unused allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death. In any given year, the total accumulation of PD Funds shall not exceed three thousand (\$3,000) dollars.

18.02 Staff Training

- a) Where the Employer requires education or training for an Employee, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee.
- b) Attendance at such activities shall be treated as time worked by the Employee. When the hours for such activity exceed normal working hours, the Employee will receive time off in lieu.

ARTICLE 19 NEW EMPLOYEES

- a) The CCFA agrees to provide new Employees with a copy of this agreement.
- b) The CCFA will acquaint all new Employees with its facilities, goals and policies and with all available benefits.

ARTICLE 20 CORRESPONDENCE

Unless otherwise specified in clauses therein, all correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the President of the CCFA to the President of CUPE local 1004, with a copy to the Employees and the CUPE National Representative in the Victoria Area Office.

ARTICLE 21 LAYOFFS AND REAPPOINTMENTS

21.01 Layoff

Layoff is an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding, or a reduction or discontinuation of services, but does not apply to dismissal, suspension, leave of absence, resignation, or agreed to fluctuations in weekly hours as provided in Clause 14.01.

21.02 Role of Seniority in Layoffs

Job security shall increase in proportion to length of service. In the event of a layoff, Employees shall be laid off in the reverse order of their seniority, provided that the retained Employees are able to perform the remaining work.

21.03 Reappointment Procedure

- a) Employees shall be reappointed in the order of their seniority, providing that they are able to perform the available work.
- b) It shall be the responsibility of the Employee to keep the CCFA informed of his/her current address. Refusal of employment by an Employee with reappointment rights normally cancels those reappointment rights. However, an Employee offered reappointment for employment of less than one (1) month at a time shall not lose his/her reappointment rights for refusal to return to work.

21.04 Advance Notice

- a) The CCFA shall notify Employees who are to be laid off for thirteen (13) weeks or less twenty (20) working days prior to the effective date of the layoff. The notice period does not include previously scheduled vacation. Notice of a layoff for longer than thirteen (13) weeks shall be according to the following schedule:
 - i. 4 years and less seniority..... 20 days
 - ii. 5 years..... 25 days
 - iii. 6 years..... 30 days
 - iv. 7 years..... 35 days
 - v. 8 years and longer..... 40 days
- b) If the Employee has not had the opportunity to work the full period after notice of layoff is given, he/she shall be paid in lieu for that part of the notice period during which work was not made available.

21.05 Severance Pay and Reappointment

- a) An Employee will receive severance pay at the time of layoff in a prorated amount equal to two (2) weeks' pay for every year of service to a maximum of six (6) months' pay. Should an Employee be re-employed before the expiration of the period of time covered by severance pay, the Employee shall repay the Employer the unused portion of the severance pay within the first month of commencing the new appointment. An Employee may choose to accept severance without reappointment rights.
- b) An Employee who has been laid off shall have reappointment rights as follows:
 - i. One (1) year for Employees who have less than five (5) years of seniority.
 - ii. Two (2) years for Employees who have five (5) years of seniority and beyond.

21.06 Campus Closure

Employees are not required to work during College closures and shall be paid according to their regular rates as though they were at work.

ARTICLE 22 SICK LEAVE

22.01 Sick Leave Entitlement

- a) All Employees are entitled to sick leave at 100% of their salary for the first thirty (30) calendar days of absence due to illness or injury.
- b) Employees who receive sick leave benefits pursuant to Clause 21.01 (a) and who for the same period receive compensation for lost wages from the Insurance Corporation of British Columbia, from any other entity, or as the result of a legal action initiated against any third party, shall be obligated to notify and reimburse the CCFA an amount equal to that which was paid during the period by the CCFA pursuant to Clause 21.01 (a).

22.02 Recurring Illness or Injury

Employees who return to work within the first thirty (30) days of sick leave and who within ten (10) working days again become unable to work because of the same illness or injury shall be considered to be within the original thirty (30) day period referred to in Clause 21.01(a).

22.03 Employees to Inform CCFA

The Employee shall make every reasonable effort to inform the President or designate as soon as possible of his/her inability to report to work because of illness or injury.

22.04 Sick Leave Report

The CCFA is entitled to require documentation from a qualified medical practitioner when an Employee returns following a sick leave absence of more than three (3) working days. The CCFA may also require a report from a qualified medical practitioner when it appears that a pattern of absence is developing.

22.05 Family Illness

After notifying the President or designate, an Employee shall be entitled to a leave of absence without loss of pay or benefits for up to three (3) days at any one time to a maximum of five (5) days per calendar year to care for an ill or injured member of his/her immediate family when no one at home other than the Employee can provide for the needs of the ill or injured family member, or where it is necessary to take an immediate family member to an appointment with a medical practitioner when there is no one else in the home that can attend to the needs of the immediate family member. Family illness time can be accessed by hours. More time may be granted at the Employer's discretion.

22.06 Ineligible For Sick Leave

An Employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay, under suspension, on strike, on layoff or locked out.

22.07 Medical and Dental Appointments

- a) Every effort shall be made to arrange medical or dental appointments so as not to conflict with regular working hours. If requested, the Employee shall provide the President or designate with proof of an appointment.
- b) When it is not possible to schedule a medical or dental appointment outside of working hours, Employees shall be granted leave of absence with pay to a maximum of two (2) hours to attend the appointment.
- c) Medical appointments shall include appointments with practitioners normally covered under extended health benefits.
- d) When a series of medical or dental appointments or treatments is required, the scheduling of such appointments/treatments must be done in consultation with the President or designate prior to the beginning of the series.

22.08 Payment in Lieu of Benefits and Pension When on Sick Leave

The Employer will continue to pay the amounts in lieu of benefits and pension defined in Appendix C while an Employee is on approved sick leave under Clause 21.01 (a).

ARTICLE 23 LEAVE OF ABSENCE

23.01 Jury Duty or Court Witness

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Providing that the Employee concerned pays to the Employer any pay received, other than expenses, no deduction in salary shall be made for such absence.

23.02 Compassionate Care Leave

- a) An Employee will be granted a leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this clause, "family member" is defined as one of the persons listed in Appendix D. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs care or support. An Employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall
 - i. Continue to accrue seniority and credit toward step placement under this Agreement.
 - ii. Be placed in the position the Employee held prior to the leave or in a comparable position upon return to work.
- b) Should an Employee require additional time to care for a gravely ill family member, additional unpaid leaves may be granted beyond the twenty-seven (27) week period specified in Clause 22.02 (a). Such additional leave shall normally be less than one (1) year. In such cases, Employees shall continue to accrue seniority but not step placement credit.

23.03 Bereavement Leave

Employees are entitled to five (5) days' leave at their regular rate of pay in the event of the death of a family member as defined in Appendix D. With the Employer's approval, this leave may be extended by up to one (1) month's leave of absence without pay. In such cases, the provisions of 22.02 (a) (i), (ii) and (iii) will apply.

23.04 General Leave

- a) Notwithstanding any other provision for leave in this Agreement, an Employee may apply for and be granted a leave of absence without pay for up to eighteen (18) months for any purpose deemed justifiable by the Employee, provided such leave does not cause serious problems for the Employer and provided the Employee has no more than ten (10) unused vacation days. Employees requesting such leave will do so in writing. An Employee returning to work after leave of at least one (1) month, shall provide the CCFA with at least four (4) weeks' notice of their intention to return.
- b) The Union shall receive a copy of all approved leave requests.
- c) Employees on leave under this clause shall maintain but not accrue seniority.

- d) Employees on leave under this clause shall not progress up the salary scale.
- e) Employees on leave under this clause do not accrue vacation entitlement.

23.05 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 seventeen (17) weeks. The Employee returning to work after maternity leave shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave, the Employee shall be reinstated in all respects in the position previously occupied by the Employee or in a comparable position and shall be entitled to all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- b) The Employer shall not deny a pregnant Employee the right to continue employment during the period of pregnancy when his/her duties can reasonably be performed. The CCFA may require proof of the Employee's capability to perform his/her normal work through the production of a medical certificate.
- c) Maternity leave shall cover a period up to seventeen (17) weeks before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave as per Clause 22.04 may be granted where additional leave is required because of the health of the newborn child.
- d) While on maternity leave an Employee shall retain and accumulate his/her full employment status in connection with the seniority provisions.

23.06 Parental and Adoption 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 for up to thirty-five (35) weeks for the mother (following seventeen (17) weeks of maternity leave) and up to thirty-seven (37) weeks for the father, a birth mother that did not take maternity leave, or an adoptive parent, in order to spend time with a new child. The leave must begin:
 - i. for the mother – following seventeen (17) weeks of maternity leave under clause 22.05;
 - ii. for the father – within fifty-two (52) weeks of the child's date of birth.
- b) In the case of an adopting mother or father, adoption leave shall commence following the adoption and within fifty-two (52) weeks after the date the adopted child comes into the care and custody of the mother or father.
- c) The Employee shall be required to furnish proof of adoption.
- d) Where both parents are Employees of the CCFA, the Employees shall determine the allocation of the thirty-seven (37) weeks of parental or adoption leave between them.

- e) On return from parental or adoption leave, an Employee shall be reinstated in all respects in the position previously occupied or in a comparable position and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- f) Where the child suffers from a physical, psychological or emotional condition, the Employee shall be entitled to an additional period of parental leave of up to five (5) weeks.
- g) Special Leave:
 - i. At the time of the birth or adoption of an Employee's child, an Employee shall be entitled to two (2) days' leave of absence without loss of pay or benefits to attend the birth or adoption of a child.
 - ii. An Employee on parental or adoption leave is not entitled to special leave under this clause.

23.07 Supplemental Employment Benefit for Maternity and Parental Leave

- a) When on maternity or parental leave, an Employee will receive a supplemental payment added to Employment Insurance Benefits as follows:
 - i. For up to fifteen (15) weeks of maternity leave, an Employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance Benefits and seventy-five percent (75%) of his/her salary calculated on his/her average base salary.
 - ii. For up to a maximum of thirty-five (35) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance Benefits and seventy-five percent (75%) of the Employee's salary calculated on his/her average base salary.
 - iii. Provided the employee received Supplemental Employment Benefits per (i) or (ii) above, for the period of time not exceeding two (2) weeks where no EI benefits are paid, the employee shall receive seventy-five (75) % of the employee's salary calculated on their average base salary.
 - iv. Where the birth mother, the spouse, the biological father, the common-law partner or the adoptive parent who is caring for the child elects the Employment Insurance Extended Parental EI Benefit, for a maximum of seventy-eight (78) weeks, the parent shall receive the same total SEB benefit amount received under Clause 22.07(ii), spread out and paid over the longer period
 - v. The average base salary for the purpose of Clauses 22.07 (i) and 22.07 (ii) 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.

- vi. 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.
- vii. If an Employee is disentitled or disqualified from Employment Insurance Maternity or Parental Benefits, the Employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance Benefits the Employee would have received if qualified for Employment Insurance benefits.
- viii. To be entitled to the above noted benefits, an Employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.
- ix. Should the Employee fail to return to work and remain in the employ of the Employer for the return to work period in (vi) above, the Employee shall reimburse the Employer for the benefits above on a pro-rata basis.

23.08 Vacation Carry Over

Vacation entitlement earned while on maternity, parental or adoption leave may be carried over to the next fiscal year.

23.09 Leave of Absence for Full-Time Public Duties

- a) When an Employee is a candidate for election, they shall, on request, be granted leave without pay under the provisions of Clause 22.04 (a) and 22.04 (b) to engage in the election campaign. If not elected, the Employee shall be allowed to return to his/her position with the CCFA.
- b) If elected, the Employee shall be granted, upon written request, leave of absence without pay under the provisions of Clause 22.04 (a) and 22.04 (b) for a period of up to two (2) years.
- c) Leave from the Employee's current or equivalent position shall be extended for up to three (3) additional years on request during his/her elected term of office. A request for extension must be in writing and requires at least three (3) months' notice.
- d) Any Employee who is on leave of absence under this clause shall continue to accumulate seniority. Employees on leave under this clause shall not progress up the salary scale.

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The CCFA shall pay salaries and wages bi-weekly. On each pay day, each Employee shall have access to an itemized statement of his/her wages, overtime, other supplementary pay, and deductions.

24.02 Appendix C

The wages, salaries and classifications for all Employees covered by this Collective Agreement shall be in accordance with Appendix C, attached hereto and forming part of this Collective Agreement.

24.03 Childcare Expenses

Employees required to work outside their normal working hours shall be reimbursed for childcare expenses at the rate of up to twenty-five (25) dollars per hour. Receipts are required for all reimbursements. There shall be no reimbursement when the caregiver is living within the same household.

24.04 Reasonable Expenses

An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer, provided such expenses are authorized in advance by the President or designate. Unanticipated expenses shall be reimbursed at the discretion of the President and shall not be unreasonably denied.

24.05 Automobile Allowance

The CCFA will pay mileage as per the Camosun College "Guidelines for Reimbursement of Domestic Travel".

ARTICLE 25 PROFESSIONAL FEES

The CCFA will reimburse regular Employees for annual dues they expend for membership in a professional association if the membership in the professional association is required as a condition of employment by the CCFA.

ARTICLE 26 GENERAL CONDITIONS

26.01 Proper Accommodation

Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.

26.02 Parking

The Employer will compensate Employees for parking costs if parking is not provided by Camosun College. Compensation shall not include any income tax payable.

26.03 Computer Access

All Employees shall have use of a computer to access online information on pay, benefits, sick leave, vacation, and any other employment related information made available online.

ARTICLE 27 COPIES OF AGREEMENT

27.01 *Copies of Agreement*

The CCFA shall produce sufficient copies of this agreement in booklet form as soon as possible after completion of this agreement.

ARTICLE 28 PRONOUNS

28.01 *Plural, Masculine or Feminine Terms May Apply*

When the singular or masculine or feminine is used in this Agreement, it shall be considered as if the plural or masculine or feminine has been used where context of the party or parties hereto so require.

ARTICLE 29 TERM OF AGREEMENT

29.01 *Agreement Period*

This Agreement shall be binding and remain in full force and effect from the 1st day of September, 2022 to the 31st day of August, 2024 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.

29.02 *Adherence*

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of the Agreement until a new Agreement is reached.

29.03 Retroactivity

All revisions to this Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

29.04 Exclusions

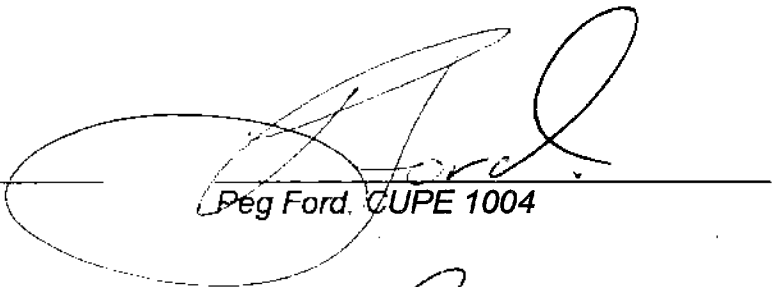
Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement

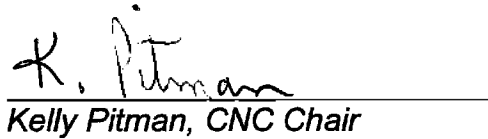
SIGNED ON BEHALF OF:

Camosun College Faculty Association:

CUPE 1004:


Lynelle Yutani, CCFA President


Peg Ford, CUPE 1004


Kelly Pitman, CNC Chair


Patrick Barbosa, CUPE 1004

LETTER OF AGREEMENT # 1

between

CAMOSUN COLLEGE FACULTY ASSOCIATION (CCFA)

and

CUPE 1004

Re: Labour Relations Advisor (LRA) Job Description

The Union and the CCFA agree to the following job description for the Labour Relations Advisor Position.

Job Description: Labour Relations Advisor

Overview:

The Labour Relations Advisor is responsible for performing research and advising the CCFA regarding labour relations matters, including contract negotiations and grievance processes. The incumbent helps the CCFA protect and advance its members' interests by providing interpretation of and advice on contracts, policies, and law and by representing the CCFA when appropriate. The Labour Relations Advisor may also aid in the development of educational resources and internal and external communications.

Reports to: CCFA President or designate

Principle duties:

- *Aid, support and provide information to the Contract Management Committee (CMC);*
- *Aid, support and provide information to the Contract Negotiations Committee (CNC);*
- *Assist and interact with individual case leaders at all stages of various dispute resolution processes, negotiations, and meetings;*
- *Represent CCFA members at grievance-related meetings, as needed;*
- *Provide legal research, analysis, and information;*
- *Draft, review and edit grievance, mediation, and arbitration documents;*
- *Draft and review educational communications and reports, in collaboration with and under the supervision of the CCFA President or designate;*
- *Aid, support, and promote CCFA strategic goals in labour relations and member education;*
- *Keep updated on current union, employer, and employee labour relations issues;*
- *Review, analyze and organize union labour relations documents and information;*
- *Participate in records management;*
- *Use collaboration and communication software;*

- Attend regular and ad-hoc meetings, as needed;
- Work collaboratively with union administrative personnel; and
- Perform other duties as assigned.

Qualifications:

- Law degree and membership in the Law Society of BC, or eligibility to register;
- Labour relations experience (2 + years);
- Labour relations experience in post-secondary preferred;
- Experience with and knowledge of the BC Human Rights Code;
- Experience working with insurance and benefit issues;
- An equivalent combination of education and experience may be considered.

The Union and the CCFA agree to review and amend as necessary this job description by August 31, 2023. All amendments, if any, will be approved by both parties and be in effect until the expiration of this Collective Agreement.

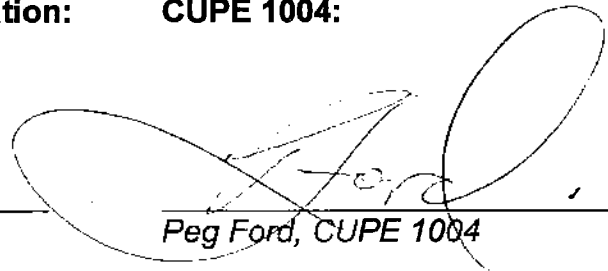
SIGNED ON BEHALF OF:

Camosun College Faculty Association:

CUPE 1004:



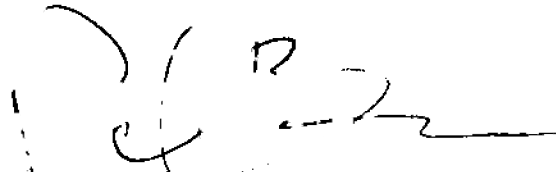
Lynelle Yutani, CCFA President



Peg Ford, CUPE 1004



Kelly Pitman, CNC Chair



Patrick Barbosa, CUPE 1004

APPENDIX A: JOB DESCRIPTIONS

Job Description: Administrative Services Coordinator – Updated February 2020

Overview: *The administrative services coordinator performs a variety of consultative and administrative duties in support of the Association's operations. As a point of first contact for faculty members, the incumbent is required to communicate in person, on the phone and via email with a high degree of empathy and professionalism and to act with a considerable degree of confidentiality, initiative, and independence. Duties include communications, finance, general office management, administration of the PD Fund, and other projects as needed. The administrative services coordinator provides support to the president, the executive, and CCFA standing committees and may participate in meetings as a non-voting member. In addition, the administrative services coordinator oversees and directs the work of the administrative assistant, ensuring that CCFA support staff functions are performed in a professional and timely manner.*

Reports to: *The President of the CCFA.*

Knowledge, Skills and Abilities:

- *Understanding of unionized workplaces, including the duty of representation*
- *Creative problem-solving skills*
- *Intermediate bookkeeping skills*
- *Exceptional written and verbal communication skills*
- *Strong interpersonal skills including empathy and respect for diversity*
- *Strong organizational skills*
- *Ability to work with minimal direction*
- *Commitment to confidentiality and impartiality*
- *Intermediate computer skills, including experience with word processing, spreadsheet, database, accounting and internet content management software.*

Principal Duties:

Communications:

- *Communicates with the President on union priorities and tasks.*
- *Assists the president and committee chairs in preparing communications.*
- *Responds to enquires from faculty members.*
- *Participates in CCFA communication planning including:*
 - *membership surveys, events and other opportunities for membership input*
 - *preparing online and print materials for the Association including the faculty newsletter, member handbook, general correspondence, event invitations and others as directed.*
- *Updates and maintains the CCFA website.*

Financial:

Under the direction of the treasurer:

- *Conducts the day-to-day financial operation of the association including budget, record keeping, financial statements and reports, receipt of dues, accounts receivable, accounts payable, entering and verifying computer/journal entries, banking, and monitoring investments.*
- *Performs a variety of financial administrative tasks such as: liaising with credit unions and investment advisors.*
- *Coordinates the management of CCFA investments, including discussions with investment advisors and recommendations to the treasurer and the executive committee; Maintains an awareness of financial needs and investment conditions, ensuring that money is available to cover expenses, maintaining detailed investment records.*
- *Ensures that executive release billings adhere to collective agreement language; Liaises with school offices and the college finance department.*
- *Regularly reviews executive release account for accuracy.*
- *Assists in writing financial reports for meetings of the general membership.*
- *Answers finance related questions from the Executive.*
- *Coordinates the annual audit including responding to questions and correspondence from auditors on such matters as financial policies, the staff Collective Agreement, new accounts, changes to investments; Participates in the review and discussion of the audited statements with auditors; Reviews auditors' final report with the executive.*

Committee Support:

- *Assists with meeting preparations including agendas and meeting materials.*
- *Conducts research using various sources as requested by the president, designate or committee chairs.*
- *Liaises with FPSE as required.*
- *Attends and takes minutes for standing committee meetings as requested.*
- *Provides advice and guidance on committee matters and may participate in meeting discussions as a non-voting member.*
- *Assists in the training of executive officers, committee chairs and committee members in processes and policies related to their respective responsibilities.*
- *Provides other administrative support to committee chairs as needed.*
- *Reviews contracts for consistency with the CCFA Collective Agreement.*
- *Books meeting rooms and arranges necessary equipment and refreshments.*

PD Fund:

- *Communicates with the PD chair on PD funding guidelines, processes, and issues.*
- *Keeps records of PD decisions and transactions.*
- *Administers the PD funds.*
- *Prepares a variety of reports to the PD chair on fund usage.*
- *Assists with the development of the PD budget and guidelines.*
- *Communicates with members on PD guidelines, processes, systems, and PD committee decisions.*
- *Advises faculty members on long term PD options and assists with information sessions and other activities associated with the long-term PD funding process.*
- *Liaises with School offices and others involved with PD processes.*
- *Makes changes to PD forms and guidelines documents.*
- *Reconciles the PD fund for accuracy.*
- *Liaises with Camosun College Finance Department.*

General Office Management:

- *Acts as the Association Privacy Officer.*
- *Arranges faculty association meetings and plans association events.*
- *Arranges travel for executive members as needed.*
- *Ensures that the CCFA database, email lists, and files are kept up-to-date.*
- *Orders office supplies and equipment as needed.*
- *Liaises with college departments (Printshop/IT/Catering/Room bookings) as needed.*
- *Supervises the work of the administrative assistant.*
- *Maintains a record of office keys.*
- *Oversees access to faculty association electronic records.*

Qualifications: *Post-secondary degree in a related discipline; five years of related experience; or an equivalent combination of education, training, and experience. Experience working in a supportive role in a unionized workplace and with a volunteer board is an asset.*

Job Description: Administrative Assistant – Updated February 2020

Overview: *The administrative assistant performs a variety of word processing, spreadsheet, database and other duties, which may involve confidential materials in support of the association's operation. The incumbent is expected to perform with a considerable degree of initiative and independence based on general instructions from members of the executive and the administrative services coordinator.*

Reports to: *Administrative Services Coordinator.*

Knowledge, Skills and Abilities:

- *Strong written and verbal communication skills*
- *Strong organizational skills*
- *Ability to work with minimal direction*
- *Commitment to confidentiality and impartiality*
- *Intermediate computer skills, including experience with word processing, spreadsheet and database software.*

Principal Duties:

Committee Support:

- *Books meeting rooms and arranges refreshments as requested*
- *Provides administrative support to committee chairs as needed*

Communications:

- *May respond to general enquires from faculty members*
- *May assist in the preparation of communication materials for the Association including the faculty newsletter, member handbook, general correspondence and other tasks as directed*

General Office:

- *Performs filing, data entry and report preparation*
- *Books meeting rooms and arranges refreshments as requested*
- *Assists with arrangements for faculty association general meetings*

PD Fund:

- *Processes PD Applications in the CCFA database and prepares reports for bi-weekly PD meetings*
- *Communicates with faculty members after committee approval*
- *Follows up with faculty members with regard to vague or missing application information*
- *Prepares advances for PD funding*
- *Prepares expense claims for approved PD activities*

- *Assists with PD fund reconciliation*
- *May liaise with School offices and others involved with PD processes*
- *May respond to queries regarding PD claims from the Camosun College Finance Department*

Qualifications: *Grade 12 or equivalent plus two years' office experience. A certificate in MS Office, experience working in a supportive role in a unionized workplace and with a volunteer board is an asset.*

APPENDIX B: WAGES AND SALARIES

Salaries will increase 2% per year, based on the salary grid in the previous agreement. If, in its 2022-2024 Collective Agreement with Camosun College, the CCFA receives salary increases above 2% per year, the CCFA will add the difference between 2% and the higher cumulative salary increase(s) to the CUPE 1004 wage grid effective on or retroactive to the dates such increases are received by the CCFA, but no earlier than September 1, 2022.

If CCFA members receive any one-time payment(s) from which CCFA Union dues are deducted pursuant to their 2022-2024 Collective Agreement with Camosun College, the CCFA will pay CUPE 1004 members the same one-time payment(s) payable to a .6 FTE faculty member at the same time the faculty members receive their payment(s). Any employee(s) below .6 FTE will receive one-time payment(s) equal to one half (1/2) of the payment(s) received by employees at .6 FTE or above.

Administrative Services Coordinator	Shared Recovery Mandate Increase ((+0.25)*1.0324) September 1, 2022	Shared Recovery Mandate Increase (*1.0675) April 1, 2023
<i>Step 1</i>	36.69	39.17
<i>Step 2</i>	38.09	40.66
<i>Step 3</i>	39.47	42.13
<i>Step 4</i>	40.85	43.61
<i>Step 5</i>	41.72	44.54
Administrative Assistant		
<i>Step 1</i>	24.26	25.90
<i>Step 2</i>	26.25	28.03
<i>Step3</i>	28.26	30.17
<i>Step4</i>	30.26	32.30
Casual Employees	20.91	22.32
Labour Relations Advisor	62.20	66.40

Transition through the steps shall be as follows:

- Step 1: First year of employment
- Step 2: After 1 year as an Employee
- Step 3: After 2 years as an Employee
- Step 4: After 3 years as an Employee
- Step 5: After 4 years as an Employee

sr/lc/cope 491

APPENDIX C: PERCENTAGES IN LIEU OF BENEFITS AND PENSION

It is understood and agreed by the parties that a payment of twenty percent (20%) of salary in lieu of health and welfare benefits shall be paid to regular Employees.

It is understood and agreed by the parties that a payment in lieu of pension shall be paid to regular Employees. Payment in lieu of pension will be at ten (10%) of salary.

Discussions may be held in good faith about the possibility of enrolment in the Group Benefits covered in the CUPE Local 2081 agreement of the College and of enrolment in the Municipal Pension Plan. However, the Employer may continue to opt out subsequent to the discussions.

It is understood that the Employer does not view that the Union has withdrawn the above provisions and that it reserves the right to negotiate accordingly in future negotiations.

APPENDIX D: DEFINITION OF FAMILY MEMBER FOR THE PURPOSE OF CLAUSE 22.02 COMPASSIONATE LEAVE AND CLAUSE 22.03 BEREAVEMENT LEAVE

1. The following “family members” are persons identified through their relationship to the Employee.
 - Spouse (includes heterosexual, common-law, and same-sex relationships)
 - Children
 - Children’s spouses
 - Step-children
 - Step-children-in-law
 - Siblings
 - In-law siblings
 - Parents
 - Step-parents
 - Parents-in-law
 - Grandparents
 - Grandchildren
 - Nieces/Nephews
 - Guardians
 - Step-siblings
 - Aunts/Uncles
 - Current or former foster-parents
 - Current or former foster children
 - Current or former wards
 - Current or former guardians
 - Spouse of sibling or step-sibling
 - Spouse of child or step-child
 - Spouse of a grandparent
 - Spouse of a grandchild
 - Spouse of an aunt or uncle
 - Spouse of a niece or nephew
 - Spouse of a current or former foster child
 - Spouse of a current or former guardian
 - Spouse of an Employee’s current or former foster parent
 - Spouse of an Employee’s current or former ward
 - Spouse of a person who is living with the Employee as a member of the Employee’s family

2. The following “family members” are persons identified through their relationship to the Employee’s spouse
 - Spouse’s parents or step-parents
 - Spouse’s siblings or step-siblings
 - Spouse’s children
 - Spouse’s grandparents
 - Spouse’s grandchildren
 - Spouse’s aunts or uncles
 - Spouse’s nieces or nephews
 - Spouse’s current or former foster parents
 - Spouse’s current or former wards

3. The following “family members” are deemed family members
 - Any other person in the same household who is dependent upon the Employee
 - Any person who lives with the Employee as a member of the Employee’s family
 - Whether or not related to an Employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the Employee to be, or whom the Employee considers to be, like a close relative