

April 1, 2014 — March 31, 2019

Collective Agreement

Vancouver Community College

and

**Vancouver Community College
Faculty Association**



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STATEMENT OF AGREEMENT

THIS AGREEMENT is effective as of **April 1, 2014**

BETWEEN:

Vancouver Community College, of the City of Vancouver, in the Province of British Columbia,
(hereinafter called "the College")

OF THE FIRST PART;

AND:

The **Vancouver Community College Faculty Association** (Broadway and Downtown campuses and any other designated satellite locations thereof), Vancouver Community College, of the City of Vancouver, in the Province of British Columbia,
(hereinafter called "the Association")

OF THE SECOND PART.

WHEREAS the College is an employer within the meaning of the *Labour Relations Code*;

AND WHEREAS the Association is a trade union within the meaning of the said Code and is the bargaining agent for the **faculty members** in a unit composed of instructors, counsellors, health nurses and librarians in programs conducted by and at Vancouver Community College Downtown and the Broadway Campus of the College and any other designated satellite locations thereof;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1 AGREEMENT

1.1 Purposes of Agreement

- 1.1.1 This Agreement has been developed through the cooperative efforts of the College and the Association.
- 1.1.2 The purposes of this Agreement are to:
 - a) foster cooperative and harmonious relations between the College, the Association and the **Faculty Members**;
 - b) establish the working conditions and remuneration for the **Faculty Members**; and
 - c) facilitate the just resolution of any differences which may arise between the parties.

1.2 Term of Agreement

- 1.2.1 This Agreement shall be for a term of **60** months from **April 1, 2014** to **March 31, 2019**, both dates inclusive.
- 1.2.2 If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

1.3 Notice to Commence Bargaining

Either party to this Agreement may at any time within 4 months immediately preceding the expiry of this Agreement by written notice require the other party to commence collective bargaining.

Where notice to commence collective bargaining has been given in writing to the other party, the parties shall, within 10 working days after receipt of said notice, commence to bargain collectively in good faith, and make every reasonable effort to conclude a collective agreement or renewal or revision of it.

1.4 Precedence of Agreement

In the event that there is a conflict between the contents of this Agreement and any regulations or policies made by the College, this Agreement shall take precedence over the said regulations or policies.

2 INTERPRETATION AND DEFINITION

2.1 Area

For the purposes of Article 4, (Qualifications, Hiring, Appointments and **Regularization**) and Article 11, (Reduction, **Recall and Severance Pay**), the term “area” shall be the instructional unit(s) listed in Appendix II (Areas).

2.2 Auxiliary

“Auxiliary” **faculty members** are those employed

- a) for unspecified periods on a day-to-day basis whether for full days or partial days, **that do not exceed 19 duty days in duration; or**
- b) for specified periods which stipulate starting and ending dates, where the length of the appointment is 3 duty days or less.

Where an Auxiliary faculty member’s appointment exceeds 19 consecutive duty days, the faculty member will be issued a term appointment for the remainder of that work assignment and the College will count retroactively the 19 duty days toward regularization. Auxiliary faculty members are covered by the following provisions:

Article 1	Agreement	Article 7.22	Employment Insurance
Article 2	Interpretation and Definitions	Article 12	Grievance Procedure
Article 3	Association Rights	Article 19	Personnel Files
Article 4	Qualifications, Hiring, Appointments and Regularization	Article 23	Human Rights
Article 5	Salaries and Allowances	Article 24	Sexual and Personal Harassment
Article 6	Assigned Duty, Working Conditions and Professional Development	Article 25	Personal Health and Safety
Article 7.3	Annual Vacation	Article 27	Liability Insurance
Article 7.5	Statutory Holidays	Article 29	Criminal Records Check
Article 7.6	Christmas Holiday	Article 30	Academic Freedom

2.3 College or Employer

The "College" or "Employer" is the Board of Vancouver Community College.

2.4 College President

The "College President" is the Chief Executive Officer of the College.

2.5 Dean

A "Dean" is a Dean **employed by** the College. This person shall not be a member of the Association.

2.6 Delegate

A "delegate" refers to a person who has been explicitly designated to the position of Vice President, Dean or Director by a Vice President, Dean or Director as appropriate. This person shall not be a member of the Association.

2.7 Department Leader

"Department Leader" means a faculty member who is a Department Head, Assistant Department Head, Coordinator I, or Coordinator II.

2.8 Director

A "Director" is a **Director employed by** the College. This person shall not be a member of the Association.

2.9 Duty Day

"Duty day" means every day a **faculty member** is on assigned duty either full-time or part-time, pursuant to Article 6, (Assigned Duty, Working Conditions and Professional Development).

2.10 Faculty

"Faculty member" or "faculty" means a person or persons employed in the bargaining unit represented by the Association.

2.11 Fiscal Year

A fiscal year begins April 1 of each year and ends on March 31 of the following calendar year. These dates are subject to change through provincial legislation.

2.12 Full-time

"Full-time" **appointments** are appointments on a full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

2.13 Interpretation

In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

2.14 IRA

"IRA" means a faculty member who is a Department Leader or an Instructional Associate.

2.15 Part-time

"Part-time" **appointments** are appointments on a less than full-time basis as per Article 6, (Assigned Duty, Working Conditions and Professional Development).

2.16 Permanent Regular

"Permanent regular" **faculty members** are those holding half-time or more appointments that are expected to be continuous from year to year.

2.17 Probationary Regular

"Probationary regular" **faculty members** are those holding half-time or more appointments, who are serving a probationary period of one year, prior to being confirmed in their appointments as permanent regular **faculty members**.

2.18 Spouse

The term "spouse" shall include a legal or common-law spouse including a spouse of the same gender defined as follows:

- a) the **faculty member's** spouse by virtue of a legal marriage; or
- b) the **faculty member's** partner who is eligible to be qualified as a spouse under the following terms:
 - a partner who, at the time of the qualification, is publicly maintained and represented as the **faculty member's** spouse and has continuously been so maintained and represented for at least the previous 12 months; and
 - provided that there is no regulatory or statutory impediment external to the College's control.

2.19 Term

2.19.1 "Term" faculty members are those employed:

- a) **for specified periods** which stipulate starting and ending dates, **where the length of the appointment is more than 3 duty days; or**
- b) for unspecified periods where it is known in advance that the period of the assignment will exceed 19 duty days in duration.

2.19.1.1 A term appointment does not obligate the College to offer or the faculty member to accept subsequent reappointment except as provided in Article 4.11.4, (Appointment Sequence) and Article 4.11, (Procedures for Term Appointments).

This provision will not affect the appointment of a **faculty member** eligible for regular appointment in keeping with the provisions of Article 4.12, (Regularization).

2.20 Time-status of Appointments

"Time-status" refers to full-time work or portions thereof specified in a **faculty member's** appointment(s) e.g. full-time, half-time, three-quarters time, two-thirds time, **percentage of full-time**, etc.

2.21 Vice President

A "Vice President" is a Vice President of the College. Where there is no administrative officer with the title "Vice President", the highest ranking administrative officer(s) shall be deemed to be a Vice President.

3 ASSOCIATION RIGHTS

3.1 Association Dues

All **faculty members** covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee to the Association equal to the monthly dues as determined from time to time in accordance with the by-laws of the Association. Such payment will be made by means of payroll deduction in accordance

with the provisions of the *Labour Relations Code* as amended. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment.

3.2 Association President

The Association President is the duly elected chief executive officer of the Vancouver Community College Faculty Association. The Association President shall be considered a **faculty member** at all College locations.

3.3 Job Security

- 3.3.1 The College continues to recognize the Vancouver Community College Faculty Association as the bargaining agent for all instructors, counsellors and librarians in programs and services conducted by the Employer at all College locations.
- 3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering courses and programs through the Centre for Continuing Studies.
- 3.3.3 Article 3.3.1 does not apply to courses or programs conducted by the College through the Centre for Continuing Studies prior to August 31, 1990.
- 3.3.4 After August 31, 1990, for courses or programs which are substantially similar to those taught by instructors currently within the jurisdiction of the Vancouver Community College Faculty Association bargaining unit, appropriately qualified persons shall be employed to provide the instruction under the terms and conditions of the current Collective Agreement.
- 3.3.5 After a new full-time program substantially similar to one taught by members of the bargaining unit has been successfully established within the Centre for Continuing Studies it will normally be moved into the appropriate instructional School or Centre* of the College.

*Schools and Centres are noted in Appendix II (Areas)

- 3.3.6 Should it become appropriate to transfer a program to the Centre for Continuing Studies from another instructional School or Centre, Article 3.3.4 above, will apply.

3.4 Stewards

- 3.4.1 The College shall recognize 12 Association Stewards as representatives of the Association to deal with matters arising from the administration of the Collective Agreement. The College shall also recognize in addition to the aforementioned stewards, the Association Chief Steward as the chief representative of the Association to deal with matters arising from the administration of the Collective Agreement. In the absence of a Steward or the Chief Steward, the College shall recognize an Association-appointed alternate as the representative of the Association.

3.4.2 The Chief Steward and Stewards shall be granted a reasonable period of leave from normal duties with full pay and benefits to perform their duties as stewards. They shall make scheduling arrangements with their respective Department **Leaders** to ensure that the needs of the department are met.

3.4.3 **Absences of the Chief Steward for meetings with representatives of the College pertaining to grievance and/or contract administration shall be with full pay and benefits. For the purposes of this Article, the representative of the College shall be the appropriate Vice President or delegate.** For other absences of the Chief Steward, the Association shall reimburse the College as per Article 3.6 (Association Business).

3.4.4 Representing Members

Stewards shall have the right to be present and represent members at meetings with management that deal with potential disciplinary action or other issues arising from the interpretation or application of this Agreement.

3.5 Attendance at Meetings

(See Common Agreement, Article 3.4.2)

3.5.1 The College shall grant paid leave to representatives of the Association for the purpose of carrying on negotiations with the College or attending any meeting connected with management-**faculty member** relations. The representatives of the Association shall make scheduling arrangements with their Department Heads in order to ensure that the needs of the department are met.

3.5.2 Meetings between the Association and the College as well as Association meetings conducted during duty hours shall be held at times mutually agreed upon.

3.6 Association Business

3.6.1 With the approval of the appropriate Vice President, **faculty members** delegated by the Association to attend to Association affairs may be granted necessary leave of absence without pay to accommodate such involvement; it being understood that such leave of absence shall be mutually agreed between the Vice President and the Association and that such approval shall not be unreasonably withheld.

3.6.2 The College shall, upon request from the Association, grant a full or part-time leave of absence to a member of the Association for the purpose of performing duties with the Association or the Federation of Post Secondary Educators provided that:

- a) requests for such leave are made, in writing, by the Association President to the **Executive Director, Human Resources**, whenever possible at least 2 months prior to the commencement of such leave;
- b) such leaves shall not exceed 2 years in length;
- c) the needs of the Department can be met; and

- d) the Association shall notify the College 4 months in advance of the return to the College of a **faculty member** on leave where such leave is in excess of 4 months.

3.6.3 The College shall continue to pay a **faculty member** granted leave under Articles 3.6.1 and 3.6.2 full pay and benefits, for which the Association shall reimburse the College as follows:

- a) leaves of up to and including 10 consecutive days - at salary cost;
- b) leaves of over 10 consecutive days and up to, but not including one year - daily rate based on 201 days plus 16%; and
- c) leaves of one year or longer - actual salary and benefits costs for full years and fraction of years on a pro rata basis.

3.6.3.1 Should the College incur additional fringe benefit costs as a result of such leaves such costs shall be identified within a reasonable period of time to the Association for their approval and subsequent reimbursement. Such approval shall not be unreasonably withheld.

3.7 Copy of Agreement

The College shall provide to the Association sufficient copies of this Agreement so that every **faculty member** can receive a copy. The College shall provide newly appointed **faculty members** with a copy of this Agreement when they are sent their initial appointment or letter of appointment.

The cost of printing of the Agreement shall be equally shared by the College and the Association.

3.8 Recognition of Picket Lines

Faculty members shall not be disciplined, suspended or dismissed by the College for refusing to cross a legal picket line. Where **faculty members** refuse to cross a legal picket line at their normal place of duty, they shall be considered absent without pay in accordance with the *Labour Relations Code* as amended.

3.9 Information to the Association

3.9.1 The College shall notify the Association of the terms of employment and salaries of all **faculty members** who are offered a regular appointment within 5 days of receipt of signed confirmation of their appointment to the position.

3.9.2 The College shall notify the Association of the terms of employment and salaries of all **faculty members** who are offered term appointments within 5 days of receipt of signed confirmation of their initial appointment to the position. Copies of all subsequent offers of term appointment letters indicating the terms of employment and salaries of **faculty members** shall be provided to the Association within 5 days of issuance of the letter of a term appointment.

- 3.9.3 The College shall provide the Union with the following reports at the beginning of each month, in electronic format:
- a) a report listing the following information for each **faculty member** for the previous month: name, Banner identification, **faculty member** status, Association dues deducted, and gross pay; and
 - b) a separate report listing the following information for each auxiliary **faculty member** for the previous month: name, Banner identification, **faculty member** status, Association dues deducted, and gross pay.
- 3.9.4 Upon receipt of a written request from the Association, the College shall, within 60 days, and in any event, once a year in the month of September provide the Association with the following **faculty member** and financial information:
- a) listings of current **faculty members** to include the name, address, department and area, step on scale, type of appointment(s), time status and rate of pay;
 - b) a list of **faculty members** who have retired or who have died in the past fiscal year;
 - c) a list of **faculty members** on leaves of absence indicating type of leave;
 - d) a copy of all prepared information of a public nature, including annual financial reports, audits and budgets;
 - e) phone numbers (when permission is not withheld by **faculty members**); and
 - f) number of term appointments issued annually.*
- * College will provide **by December 31, 2016**.
- 3.9.5 Notwithstanding the provisions of this Agreement, the College will continue to **provide** the personal information referenced in Article 3.9.3 to the Association, provided that in doing so the College is not in contravention of the *Freedom of Information and Protection of Privacy Act*.
- 3.9.6 The College shall provide the Association with the following:
- a) College Board public meeting agendas and attachments, when issued;
 - b) Minutes of public College and representational committee meetings, when issued; and
 - c) any other information which the College Board, at its discretion, agrees to provide.
- 3.9.7 The College shall copy the Association on any correspondence to **faculty members** related to the interpretation and/or application of this Agreement unless confidentiality has been requested by the **faculty members** concerned.

3.10 Joint Steering Committee

- 3.10.1 The Joint Steering Committee shall consist of 2 members appointed by the College and 2 members appointed by the Association. These 4 members shall be the quorum for a Joint Steering Committee meeting. With the written agreement of the parties, subcommittees which may include non-Joint Steering Committee members may be established to deal with specific matters.
- 3.10.2 The Joint Steering Committee shall be a standing union management committee with a mandate for the following:
- a) Performance Appraisal – to oversee the performance appraisal process for all **faculty members** as detailed in the attached Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular **Faculty Members** and as per Article 15, (Performance Appraisal of Permanent Regular **Faculty Members**).
 - b) Evaluation – to oversee the evaluation process for all **faculty members** as detailed in the attached Appendix VII, (Guidelines for the Evaluation of Term and Probationary Regular **Faculty Members**) and as per Article 16, (Evaluation of Probationary Regular and Term **Faculty Members**).
 - c) Evaluation and Appraisal of Instructors with Responsibility Allowances – to oversee the evaluation and appraisal of **Faculty Members** with Responsibility Allowances as detailed in the attached Appendix VIII (Guidelines for the Evaluation and Appraisal of **Faculty Members** with Responsibility Allowances) and as per Articles 15 and 16.
 - d) Any other matters that the College and the Association agree in writing to refer to the Article 3.10, (Joint Steering Committee).
- 3.10.3 Human Resources, **Institutional Research**, and the Association shall provide assistance to the departments in the administration of forms and procedures for evaluation and performance appraisal. In the event that these bodies are unable to resolve issues arising from the administration of forms and procedures, such issues shall be referred to the Joint Steering Committee for resolution.
- 3.10.4 The Joint Steering Committee may make recommendations to the parties on matters arising from its mandate outlined above, and shall make recommendations to the parties on issues and procedures referred to it by the bodies pursuant to Article 3.10.3.
- 3.10.5 The Association appointed members of the Joint Steering Committee shall be granted a reasonable period of paid leave in order to carry out their responsibilities.
- 3.10.6 Should the members of the Joint Steering Committee be unable to reach agreement on any of the matters within its purview, the matter shall, upon request of one of the parties, be referred for resolution under the terms of Article 12.9, (Policy Grievance).

3.11 Consultation on Instructional and Administrative Matters

- 3.11.1 The effective conduct of the College's operation requires the active and continuing participation of the Association.
- 3.11.2 Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation shall be carried on through consultative processes. "Significant" shall mean matters in any area identified by either party as being significant to it. "Consultative" shall mean processes that involve the serious exchange of information and ideas before action is taken.
- 3.11.3 The Association shall have representation, with vote, on the Operations Council and any similar council established by the College concerning significant instructional or administrative policy matters.
- 3.11.4 The College will ensure that Association representation is included on any committee established by the College:
 - a) **to determine the allocation or use of space where faculty members work; or**
 - b) **to make recommendations for the selection of the President, Vice-Presidents and academic administrators.**

4 QUALIFICATIONS, HIRING, APPOINTMENTS AND REGULARIZATION

4.1 Area Hiring Recommendation Committees

- 4.1.1 **For each area, an Area Hiring Recommendation Committee (AHRC) will be formed to make recommendations for hiring when there is a need for a new term or regular appointment or when there is a need to augment an area's pool of auxiliary faculty members.**
- 4.1.2 For regular appointments, the AHRC will consist of an Instructional Associate, an appropriate Department Head, Coordinator II or delegate and at least one regular **faculty member** from the area. Alternative arrangements may be made with the agreement of the Association and the College.
- 4.1.3 For auxiliary or term **appointments**, the AHRC will consist of an appropriate Department Head, Coordinator II or delegate, at least one regular **faculty member** for the area and may include an Instructional Associate. Alternative arrangements may be made with the Agreement of the Association and the College.
- 4.1.4 Members of the AHRC will receive orientation and training regarding the hiring recommendation process. **Such orientation and training will be developed and delivered jointly by the College and the Association at mutually agreed times.**

4.2 Area Hiring Qualifications

4.2.1 **The process for establishing and revising area hiring qualifications is found in Appendix XVIII (Area Hiring Qualifications).** Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.

4.2.2 The revised hiring qualifications in any area shall not apply to:

- a) any existing permanent or probationary regular **faculty member** in that area; or
- b) any term **faculty members** who have held appointments in that area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for **faculty members** covered under Article **4.12.2**).

4.3 Area Hiring Recommendation Process

4.3.1 Each area will develop **an area** hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.

4.3.2 The AHRC will follow the approved hiring recommendation process for all candidates. Applicants will be advised by the College that it is their responsibility to present all information regarding their qualifications and suitability for the position.

4.3.3 When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.

4.4 Postings of Available Work

4.4.1 The College will post, **on its website**, notices of available work in the following circumstances:

- a) upon establishing the need for a new regular or term appointment, subject to assigning available term work according to Article 4.11.4, (Appointment Sequence); and
- b) upon establishing the need to augment an area's list of potential auxiliary **faculty members**.

4.4.2 The postings will include:

- a) the department, title and area;

- b) a short description of the duties;
- c) a statement of the qualifications required;
- d) for term appointments, the length of the appointment;
- e) the time status of the appointment;
- f) the start date, deadline for application and other relevant information; **and**
- g) **(commencing effective January 1, 2016) a summary of the AHRC process for the relevant area.**

4.4.3 Human Resources will forward the draft posting to the Dean to review and return to Human Resources. The Association will be provided with a copy of the posting **at least 48 hours before** it is posted. The Area Hiring Recommendations Committee will be allowed a reasonable length of time to review the posting in order to prepare for the selection process.

4.4.4 Except for those permanent regular appointments made pursuant to Article 4.12, (**Regularization**), notice of all available regular appointments shall be posted and the Association shall be provided with a copy of the notice **in accordance with Article 4.4.3.**

4.5 Applications for Available Regular or Term Appointments or Auxiliary Work

4.5.1 Regular Appointments

4.5.1.1 Upon approval of the Dean/Director, the Department **Leader** will request that Human Resources post the notice of a new regular appointment pursuant to Article 4.4, (Postings of Available Work).

4.5.1.2 Except for those permanent regular appointments made pursuant to Article 4.12, (**Regularization**), all individuals, including current term and auxiliary **faculty members**, must apply for regular appointments, complete the hiring recommendation process and shall require a recommendation from an Area Hiring Recommendation Committee (AHRC) as outlined in Article 4.3.

4.5.2 Term Appointments or Auxiliary Work

Prior to being offered a term appointment or auxiliary work, all individuals must complete the hiring recommendation process and be recommended by an AHRC. The individual need only be recommended by an AHRC once for each area, whether first hired as a term appointment or as an auxiliary. However, an individual who has not worked in the area during the previous twenty-four (24 months must be recommended by the AHRC again prior to rehire in that area.

4.5.3 Current **faculty members** must apply for additional regular or term appointments or for auxiliary work outside their current area(s), to ensure that each area's AHRC process is followed and that they meet the hiring criteria for any additional area.

4.6 AHRC Recommendations

- 4.6.1 When making recommendations to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Dean or Director for approval.

4.7 Non-conforming Appointments in Unavoidable Situations

- 4.7.1 From time to time, in situations where it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. For continued or subsequent employment, the **faculty member** must meet the hiring criteria for that area and be recommended by an AHRC within two months of first being employed. The Department Head of the area will be responsible to convene an AHRC for this purpose.
- 4.7.2 From time to time, in situations where it is unavoidable, work may be offered to individuals who do not meet the qualifications for the area. In their initial letter of appointment, the College will inform them that they do not meet the qualifications for the area and therefore do not have the right to have additional work under Article 4.11.4, or change in type of appointment pursuant to Article 4.12, (**Regularization**).

4.8 Appointments and Appointment Letters

- 4.8.1 The College's right to appoint term and part-time regular **faculty members** or to employ auxiliary **faculty members** is to be exercised only when the nature and requirements of the program or service make it impractical to appoint full-time regular **faculty members**.
- 4.8.2 All **faculty members** shall be appointed with a written letter of employment.
- 4.8.3 **Faculty members** who are offered regular appointments shall confirm acceptance by signing and returning one copy of their offer of appointment letter to the College.
- 4.8.4 **Faculty members** who are offered term appointments shall confirm acceptance by signing and returning one copy of their initial offer of appointment letter to the College. Subsequent offers of term appointments will be deemed to have been accepted unless the **faculty member** concerned duly notifies the College in writing to the contrary within 10 working days of receipt of the offer letter.

4.9 Probationary Faculty Members

- 4.9.1 Appointments to regular **faculty member** status outside of the process outlined in Article 4.12, (**Regularization**), shall have a one year probationary period as per Article 2.17, (Probationary Regular).
- 4.9.2 Probationary regular **faculty members** shall be evaluated as per Article 16, (Evaluation of Probationary Regular and Term **Faculty Members**), in order to determine their suitability to perform their duties. In extenuating circumstances and with the mutual agreement of both parties, the probationary period may be extended for a period of up to one additional year.

4.9.3 The College reserves the right to waive the probationary period requirement of such appointments.

4.9.4 Trial Period

Except as provided in Article 11, (Reduction, **Recall and Severance Pay**), permanent regular **faculty members** who accept an appointment to a different area under this Article shall maintain their permanent regular status but shall be subject to the provisions of Article 16, (Evaluation of Probationary Regular and Term **Faculty Members**), as they apply to these positions. At the end of a 12 month trial period, permanent regular **faculty members** who have not received successful evaluations or who do not wish to continue in their new positions shall return to their previous positions with one month's notice.

4.10 Term Appointments

4.10.1 In order to be considered for term appointments a **faculty member** must meet the hiring criteria applicable to the available position and not have received an unsuccessful evaluation as per Article 16, (Evaluation of Probationary Regular and Term **Faculty Members**).

4.10.2 Before any term appointment is made in a department or area, all regular **faculty members** who are eligible for recall as per Article 11.9, (Recall) shall be recalled.

4.10.3 Term appointments to a maximum of full-time status shall then be offered to interested part-time regular **faculty members** within the area concerned on the basis of seniority as defined in Article 10.1, (Definition and Calculation of Seniority).

4.10.4 Part-time regular **faculty members** may indicate their interest in term appointments by writing to the appropriate Dean or Director at least one month prior to the commencement of any appointment to which they are entitled. There shall be no entitlement to work in progress.

4.11 Procedures for Term Appointments

4.11.1 Interested part-time regular **faculty members**, as per Article 4.10.3, and all term **faculty members**, as per Article 4.11.4, (Appointment Sequence), shall make up the pool of **faculty members** entitled to the right of first refusal for term appointments for a given area. The names shall be listed in order of seniority. Upon request, the Association shall receive a copy of this list for any area.

4.11.2 Term appointments shall be offered to a maximum of full-time to **faculty members** as per Article 4.11.4, (Appointment Sequence).

4.11.3 Term **faculty members** who refuse offers of work shall remain eligible with undiminished rights for subsequent appointments subject to Article 4.11.4, (Appointment Sequence).

4.11.4 Appointment Sequence

Available term work within an area will be offered in the following sequence:

- a) to **faculty members** on recall as per Article 11.9, (Recall);
- b) to part-time regular **faculty members** as per Article 4.10.3;
- c) to term **faculty members** who have held term appointments for a minimum of 6 months in the area, on the basis of seniority; then
- d) to individuals who have been recommended by an AHRC.

4.11.5 Term **faculty members** entitled to right of first refusal for term appointments shall indicate in writing their desire for term appointments in a given area. A generic form for doing so will be developed in consultation with the College and Association. Areas may also develop customized forms in consultation with the College and Association. Completed forms must be submitted to the appropriate Dean or Director and Department Head(s) by May 1 of each year.

4.11.6 **Faculty members** have the right to change their appointment requests in writing one month before the assignment begins.

4.11.7 When offering term appointments, the College will contact **faculty members** in person, by phone and/or e-mail. **Faculty members** have 24 hours to reply to a direct offer of work made in person or on the phone. **Faculty members** have 48 hours to respond to a phone message or e-mail. If the **faculty member** does not respond within 48 hours, the appointment shall be offered to the next person on the list. These time lines may be shortened if the offering is within one week of the appointment starting. The College will make all reasonable attempts to provide **faculty members** with the maximum response time and to alert **faculty members** to the possibility that an offer exists.

4.11.8 In the event of an emergency which occurs within 72 hours of the beginning of a **faculty member's** term appointment and which would prevent the **faculty member** from completing the appointment, the College may offer the replacement appointment in accordance with departmental procedures.

4.11.9 Both the College and the **faculty member** shall fulfil their obligation to any current classes. Appointments that would necessitate a change in **faculty members** for a current class shall not be available to currently employed **faculty members**.

4.11.10 After any appointment is complete, **faculty members** retain their right to further appointment subject to Article 4.11.4, (Appointment Sequence).

4.12 Regularization

4.12.1 Subject to Article 4.1.3, term **faculty members** who have held appointments at one-half time or more for at least 380 days within a continuous 24 month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said 380 duty days, provided such **faculty members**

have received a successful evaluation in keeping with Article 16, (Evaluation of Probationary Regular and Term **Faculty Members**).

- 4.12.2 In departments or areas where **faculty members** are unable to accumulate 380 duty days within a continuous 24 month period, these **faculty members** shall receive a permanent regular appointment pursuant to Article 4.12.1 where the **faculty members** have undertaken an instructional assignment equal to that of the regular instructional assignment of regular **faculty member(s)** in the department or area.
- 4.12.3 For the purposes of regularization, no **faculty member** may accrue more than 201 duty days in a fiscal year.
- 4.12.4 In the event there is no instructional position available, **faculty members** shall be subject to Article 11, (Reduction, **Recall and Severance Pay**).
- 4.12.5 The time-status of regular appointments granted as per Article 4.12.1 shall be equal to the time-status of appointments maintained by the term **faculty member** for at least 380 days within a continuous 24 month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.
- 4.12.6 Part-time regular **faculty members** who have held additional term appointments for at least 380 days within a continuous 24 month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the **faculty member** for at least 380 days within a continuous 24 month period. The increase in time-status shall come into effect on the first of the month following the completion for the said 380 days.

5 SALARIES AND ALLOWANCES

(See Schedules in Appendix I, (Salary Schedule). See Common Agreement, Article 12)

5.1 Per Diem Rate

The per diem rate for **faculty members** is calculated by dividing the annual rate by 201. Annual vacation pay, statutory holiday pay and Christmas holiday pay are included in each per diem amount thus calculated.

5.2 Regular Faculty members

- 5.2.1 Full-time regular **faculty members** shall be paid an annual salary determined in accordance with the per annum rates in Appendix I, (Salary Schedule).
- 5.2.2 Part-time regular **faculty members** shall be paid an annual salary determined in accordance with the per annum rates in Appendix I, (Salary Schedules) on a pro-rated basis.

- 5.2.3 Regular **faculty members** employed for additional duty concurrent with their regular appointment shall be paid at the same step as their current step on Appendix I, (Salary Schedule).

5.3 Term Faculty members

- 5.3.1 Term **faculty members** whose appointments are for a full year shall be paid on the same basis as regular **faculty members**.
- 5.3.2 Term **faculty members** whose appointments are for less than a year and who are employed on a full-time basis, shall be paid on a per diem rate according to Appendix I, (Salary Schedule) for each assigned duty day worked.
- 5.3.3 Term **faculty members** whose appointments are for less than a year and who are employed on a part-time basis shall be paid at an appropriate portion of the per diem rate payable for the appointment period.
- 5.3.4 When a term **faculty member's** appointment is cancelled for any reason within the first 2 weeks after the initial start date of the appointment, the term **faculty member** will be compensated by being paid out at their step on the salary schedule in Appendix I, (Salary Schedule) for those days they were scheduled to work within that first 2 week period.
- (See also Article 11.5, (Reduction Sequence))
- 5.3.5 A term **faculty member** who obtains auxiliary work shall be paid at his/her term step rate for such work provided that:
- a) the **faculty member** currently holds a term appointment in the same area; or
 - b) the **faculty member** previously held a term appointment in the same area, and the **faculty member** meets the current area hiring qualifications.

5.4 Auxiliary Faculty Members

- 5.4.1 Auxiliary **faculty members** who are employed on a full-time basis shall be paid a per diem rate according to Appendix I, (Salary Schedule) for each duty day worked.
- 5.4.2 Auxiliary **faculty members** employed on a part-time basis shall be paid an appropriate portion of the per diem rate payable for the appointment period.
- 5.4.3 Auxiliary **faculty members** shall be employed for a minimum of 3 hours per duty day.

5.5 Responsibility Allowances

Annual responsibility allowances are payable to **faculty members** in the following positions in accordance with the rates established in Appendix I, (Salary Schedule):

- Instructional Associates;
- Department Heads;

- Assistant Department Heads and Coordinators II; and
- Coordinators I.

5.5.1 **Faculty members** appointed or requested to assume fully the duties of Instructional Associates, Department Heads, Assistant Department Heads or Coordinators on a temporary basis for a period of one month or longer, shall receive the applicable allowance as prescribed in Appendix I, (Salary Schedule) for the entire period of temporary assumption of these responsibilities. This clause is not applicable to replacement during the vacation periods of the incumbent being replaced.

5.6 Initial Step Placement

5.6.1 Nothing in this Agreement shall prevent **faculty members** from being hired on a salary step above the minimum step or above the step placement granted in Article 5.6.5.

5.6.2 Auxiliary **faculty member** rates shall normally be based on the minimum step of the salary schedule in Appendix I, (Salary Schedule) for the first 19 consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the 20th and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary **faculty members** at rates higher than the minimum step of the salary schedule.

5.6.3 All **faculty members** shall have the right to discuss their initial step placements with the appropriate Vice President or delegate. All **faculty members** have the right to have an Association representative present at any discussion.

5.6.4 It is the responsibility of newly hired **faculty members** to provide evidence of their credentials and experience in support of initial **step** placement to Human Resources at the time of hire. The Dean, Director or Department Head shall advise each newly hired **faculty member** to provide their credentials and experience to Human Resources. In the event that a new **faculty member** does not provide evidence of their credentials in support of initial **step** placement within one month of the date of receiving their first appointment letter, then Human Resources will determine the **faculty member's** initial step placement on the basis of the evidence provided.

5.6.5 Initial Step Placement Formula

Provided a **faculty member** meets the hiring criteria of their area(s), the following criteria determines the number of steps beyond the minimum step at which **faculty members** will be initially placed.

5.6.5.1 Based on relevant academic, professional, trades or technical credentials from a recognized institution, step credits will be granted as follows:

- a) one step for the equivalent of one year or more of full time equivalent study resulting in a Diploma or Certificate(s); or

- b) 2 steps for a Bachelors level degree, Journeyman Certificate or the equivalent of 3 to 4 years of full time equivalent study resulting in a Diploma; or
 - c) 3 steps for a Masters degree or equivalent; or
 - d) 4 steps for a Doctorate degree.
 - e) The appropriate Dean or Director will determine the relevancy and equivalency of educational credentials referred to in Article 5.6.5.1.
- 5.6.5.2 One additional step will be granted for the **Provincial** Instructor Diploma, or its equivalent as specified in Article **5.8**, (Increments and **the Provincial** Instructor Diploma).
- 5.6.5.3 Based on relevant teaching or work experience, additional step credits will be granted as follows:
 - a) One step for each year of teaching or directly related work experience to a maximum of 5 steps.
 - b) For Article 5.6.5.3(a), only a full one-year equivalency (FTE) will be credited.
 - c) The appropriate Dean or Director will determine the relevancy and equivalency of teaching and work experience referred to in Article 5.6.5.3.
- 5.6.5.4 Pursuant to Article **5.8**, (Increments and **the Provincial** Instructor Diploma), and Article **5.8.8**, **faculty members** must have the **Provincial** Instructor Diploma or equivalent in order to be granted placement at the top step of the salary scale in Appendix I, (Salary Schedules).
- 5.6.5.5 Notwithstanding Article 5.6.5.4, the appropriate Dean or Director may grant initial step placement, on an individual basis, upon consideration of special situations not covered by any of the above.
- 5.6.6 Not more than one step can be credited to a **faculty member** for any given calendar year of educational, instructional or industrial experience.
- 5.6.7 New **faculty members** shall receive a written rationale concerning their initial step placement accompanying their letter of initial appointment and the Association shall be copied.
- 5.6.8 Initial Step Placement Review

Should, within 6 months of initial placement, new **faculty members** disagree with their initial step placement, they may review such placement with the appropriate Vice President or delegate, who shall not be the same individual who carried out the initial placement review. At this time **faculty members** may submit any additional information that could affect their initial placement.

- 5.6.9 New **faculty members** whose initial step placement is reviewed within the referenced 6 months and adjusted will have any such salary adjustments made effective to the date of commencement of their initial appointment.

5.7 Increments

- 5.7.1 **Faculty members** shall advance one step on the salary schedule in Appendix I, (Salary Schedule), on their increment dates subject to other provisions contained in this Agreement. The increment dates are the anniversaries of their appointments provided that:
- increment dates for **faculty members** who commenced employment on or before the 15th day of any month shall be the first day of that month;
 - increment dates of **faculty members** who commenced employment after the 15th day of any month shall be the first day of the month following.
- 5.7.2 Part-time service will result in a delay and alteration of the increment dates so that **faculty members** receive their increments at the beginning of the month following the month in which the equivalent of 201 full-time assigned duty days have been accumulated.
- 5.7.3 In the case of absence because of illness, no change in the increment date shall be made for absences totalling 60 or fewer assigned duty days in any fiscal year after the expiration of usable sick leave.
- 5.7.4 The increment date cannot be advanced.
- 5.7.5 Service as auxiliary **faculty members** cannot be used for increment purposes and auxiliary **faculty members** are not eligible for increments.
- 5.7.6 Increments During Leaves
- 5.7.6.1 Increment entitlement shall be delayed one month for each month of absence or any portion thereof exceeding 10 duty days unless **faculty members** are absent without pay as per Article 3.2, (Association President), Article 5.7.6.2 below, Article 8.13, (Maternity Leave and Parental Leave), and Article 8.14, (Adoption Leave).
- 5.7.6.2 Pursuant to Article 5.7.6.1, increment dates shall not be delayed for such periods, during leaves of absence without pay, when the purpose of the leave is related to the **faculty member's** normal duties and responsibilities. **Faculty members** intending to take such leaves shall, at the time of leave application, request that their increment dates not be delayed for the duration of the leave. The appropriate Vice President's approval of such requests shall not be unreasonably withheld.
- 5.7.6.3 Absence from duty with pay will not result in delay in increments.

5.8 Increments and the Provincial Instructor Diploma

5.8.1 **Instructors** must complete the "**Provincial** Instructor Diploma" or equivalent in order to obtain their 4th salary increment from the time they joined the instructional staff or in order to obtain the top step of the salary scale in Appendix I, (Salary Schedule).

5.8.2 The Provincial Instructor Diploma Program consists of the following component parts:

- Instructional and Curriculum Design;
- Elements of Instruction;
- Use and Design of Instructional Media; and
- Evaluation of Learning and Instruction.

The College and the Association recognize that the components of the **Provincial** Instructor Diploma Program may be changed by the appropriate Ministry from time to time.

5.8.3 The College considers the following to be the equivalent of the Provincial Instructor Diploma:

- valid B.C. Professional Teaching Certificate;
- VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); and
- others as determined by the **Vice President or delegate**.

5.8.4 At the time of their initial appointment, new instructors shall receive written notification regarding their status with respect to the **Provincial** Instructor Diploma or equivalent. The notification shall include the following information:

- a) the components of the **Provincial** Instructor Diploma or their equivalents, if any, that the instructor is determined to have completed;
- b) the rationale used in the determination; and
- c) the components of the **Provincial** Instructor Diploma or their equivalents, if any, that the instructor must complete in order to acquire the total credential.

5.8.5 Upon completion of one year's service, an instructor's progress toward acquisition of **the Provincial Instructor Diploma** or equivalent shall be monitored.

5.8.6 For the purpose of obtaining the 4th increment, some assignments where instruction is not the major activity will be granted exemptions from meeting the **Provincial** Instructor Diploma requirement by the appropriate Vice President or delegate. Such exemptions will be granted only where the individual meets the hiring criteria. For example, in the case of Librarians and Counsellors, a Masters in Library Science and a Masters in Counselling Psychology will respectively be deemed equivalent to qualify an instructor for an exemption.

- 5.8.7 Instructors who are granted exemptions and who subsequently transfer to an assignment where instruction is the major activity will be required to obtain the **Provincial** Instructor Diploma or equivalent in order to obtain their 4th salary increment calculated from the date of transfer to the teaching assignment.
- 5.8.8 Instructors who have been denied their 4th increment because they have not obtained the **Provincial** Instructor Diploma or equivalent will be considered “frozen”. In any event, instructors will be denied their increment to the top step of the salary scale without the **Provincial** Instructor Diploma certificate or equivalent and will be considered “frozen” until they complete the **Provincial** Instructor Diploma or equivalent. Instructors will be granted the next increment level, effective the first of the month immediately following receipt by Human Resources of reasonable proof of completion of the **Provincial** Instructor Diploma or the certification of its equivalent.
- 5.8.9 Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7, (Increments).
- 5.8.10 In the event instructors are dissatisfied with the evaluation under the provisions of this Article, they may re-submit their credentials to the appropriate Vice President for re-evaluation.

5.9 Advancement on the Salary Schedule

- 5.9.1 When a regular or term **faculty member** obtains an academic, professional, trades or technical credential, or equivalent, appropriate to their subject area, and the degree, credential or equivalent has not been credited for initial step placement pursuant to Article 5.6, (Initial **Step** Placement), the **faculty member** may apply to Human Resources to have their step placement reviewed.
- 5.9.2 A **faculty member** will advance 1 step on the salary schedule, in addition to their annual increment provided pursuant to Article 5.7, (Increments), provided the **faculty member** meets the hiring criteria of their area(s) and subject to the following:
- 5.9.2.1 It is recommended that **faculty members** obtain approval from Human Resources prior to commencing work on a degree or credential to ensure the credential is appropriate to their subject area and will be considered for advancement on the salary scale.
- 5.9.2.2 Based on relevant academic, professional, trades or technical credentials from a recognized institution, credential equivalency will be based on at least one year or more of full time equivalent study resulting in a Diploma or Certificate(s), a Journeyman Certificate, or a Bachelors, Masters or Doctorate degree.
- 5.9.2.3 **Faculty members** who obtain the **Provincial** Instructor Diploma or equivalent will be eligible for either:

- a) advancement of one step pursuant to this Article, provided the **faculty member** obtains their **Provincial** Instructor Diploma or equivalent prior to having their increment level frozen pursuant to Article 5.8.8, or
- b) their next increment level pursuant to Article 5.8, (Increments and **the Provincial** Instructor Diploma) and Article 5.8.8,

but not both (a) and (b).

5.9.2.4 A faculty member must provide documentation of an additional degree or advanced credential to Human Resources. The appropriate Vice President will determine equivalencies and approve advancement on the salary schedule upon receiving proof of completion of an additional degree or advanced credential by the faculty member.

5.9.3 Salary step advancement shall be effective on the first day of the month following the appropriate Vice President's approval of a **faculty member's** advanced step placement.

5.9.4 The appropriate Vice President may grant advancement on the salary schedule, on an individual basis, upon consideration of special situations not covered by any of the above.

5.10 New and Revised Rates – Classifications

5.10.1 A rate change in the salary schedule in Appendix I, (Salary Schedule) or allowance applicable to a classification in which the duties have been altered substantially shall not be put into effect until both parties to this Agreement have approved the change. In the event that agreement cannot be reached within 7 working days, the matter shall be referred to an arbitration board established as provided in the final stage of the grievance procedure Article 12.5, (Stage III).

5.10.2 Before a rate for a new classification is put into effect, it shall be subject to the agreement of both parties to this Agreement. In the event agreement cannot be reached within 7 working days, the matter of the new rate shall be referred to an arbitration board established as provided in the final stage of the grievance procedure Article 12.5, (Stage III).

6 ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT

6.1 Assigned Duty

6.1.1 The term "assigned duty" refers to the forms of work which are listed below in Articles 6.1.2 and 6.1.3 and which are determined for each **faculty member** under the terms of Articles 6.2.1 and 6.3.1. It is acknowledged that a **faculty member's** professional responsibilities include more than assigned duty.

6.1.2 Assigned duty shall consist of one or more of the following forms of work. These forms of work shall be assigned to each **faculty member** under the terms of Articles 6.2.1 and 6.3.1. In the assignment of duties priority shall be given to the instruction of students.

- class instruction
- shop instruction
- lab instruction
- practicum supervision
- clinical placement, supervision and instruction
- library professional services
- seminars as formal group activity
- field studies/trips
- administrative responsibilities for those receiving responsibility allowances
- counselling professional services
- tutorials
- distributed learning activities
- any other form of duty agreed to by the department and appropriate Vice President (or delegate).

6.1.3 Assigned duty may also consist of one or more of the following forms of work. These forms of work shall be assigned to each **faculty member** under the terms of Articles 6.2.1 and 6.3.1.

- student evaluation and/or placement
- marking
- office hours
- provision of information and/or resources to students
- administrative, School or Centre*, departmental and/or committee meetings
- directing or supervising paraprofessionals and/or support staff
- liaison with industry, community or other agencies
- course, lesson or program preparation and related routine curriculum development work

- development of teaching aids and materials
- previewing and assessing new instructional materials
- **prior learning assessment and recognition (See also Common Agreement, Article 4)**
- other duties agreed to by the department and appropriate Vice President or delegate.

* Schools and Centres are noted in Appendix II, (Areas)

6.1.4 The College will ensure that assigned duty time is scheduled in each department in each Fiscal Year, for the faculty members in the department to meet as a whole or in subgroups to discuss departmental work or issues. These meetings shall be scheduled in a manner that does not result in additional cost to the College or a reduction in instructional services.

6.1.5 When **faculty members** request, or are requested to take, leave for curriculum development, articulation meetings, seminars, conferences or workshops as part of their assigned duty, such leave may be taken either at or away from the College, but, in either case, such time will not be considered leave of absence from duty. When **faculty members** are taking such leave, all approved expenses will be assumed by the College. Curriculum development includes new course preparation and revision of a program or course, whether undertaken by an individual or by a group.

6.2 Determination of Departmental Workload Profiles

6.2.1 In each department, the Department Head shall consult with the **faculty members** in the department in order to determine which of the forms of work listed in Articles 6.1.2 and 6.1.3 shall constitute their assigned duties as well as the number of hours for each form of work. The decision of the Department Head shall be subject to the approval of the majority of the **faculty members** in the department. The decision of the department shall then be subject to the approval of the appropriate Dean or Director. The approval of the appropriate Dean or Director shall not be unreasonably withheld.

6.2.2 In determining the forms of work that constitute **faculty members'** assigned duties, departments are free to choose any of the forms of work listed in Articles 6.1.2 and 6.1.3 in a manner that meets the objectives of the course or program.

6.2.3 Where a **faculty member's** assigned duty includes the forms of work listed in Article 6.1.3, the **faculty member** shall ensure that the students have been given learning assignments normal to the course or program objectives.

6.2.4 In order to accommodate the duties listed in Article 6.1.3, **faculty members** may combine classes at parallel or compatible levels of progress for such activities as

lectures, labs, audio-visual presentations, presentation to students by guest speakers, field trips or supervision and monitoring of assigned classroom study.

- 6.2.5 The assigned duties of **faculty members** in each department or area in effect as of October 1, 1992 shall be maintained unless changed through the process described in Article 6.2.1 and in accordance with the provisions of Article 6, (Assigned Duty, Working Conditions and Professional Development).

6.3 Hours of Assigned Duty

- 6.3.1 There shall be a maximum of 25 hours of assigned duty per week for full-time **faculty members**.
- 6.3.2 The maximum number of hours of assigned duty per week for part-time **faculty members** shall be prorated.
- 6.3.3 Under no circumstances shall the number of hours in which a **faculty member** is assigned to duties listed in Article 6.1.2 exceed the level(s) existing in the **faculty member's** department in the 1989-90 fiscal year, nor shall the total number of assigned duty hours per **faculty member** exceed the level(s) existing in the **faculty member's** department in the 1989-90 fiscal year.
- 6.3.4 No **faculty member** shall have more than 5 hours of assigned duty per day or more than 5 consecutive days of assigned duty per week.
- 6.3.5 Arrangements shall be made for a meal break of one hour duration and for two 15 minute breaks each day. The breaks shall not be included as part of a **faculty member's** assigned duty.
- 6.3.6 The foregoing Articles 6.3.4 and 6.3.5 shall be completed within six and one-half consecutive hours.
- 6.3.7 The provisions of Articles 6.3.4, 6.3.5, and 6.3.6 may be waived with the agreement of the Association and the appropriate Dean or Director. **(For split shifts, see Appendix XIII).**

6.4 Scheduling for Faculty Members

- 6.4.1 The Department Head, with the involvement of the **faculty members** of the department, shall determine each **faculty member's** schedule of assigned duty (subject to the terms of Articles 6.2.1 and 6.3.1), professional development, vacation and other leave periods.
- 6.4.1.1 Approval of all such schedules is the responsibility of the appropriate Dean or Director. Consideration shall be given to the commitment of the College, the needs of the department, the desires of the individual and seniority (not listed in order of priority) in determining a **faculty member's** schedule of assigned duty, professional development, vacation and other leave periods.

6.4.1.2 A regular **faculty member** assigned to a specific schedule of duty shall have priority for assignment to a different established schedule of duty within the appropriate department, if vacant, on the basis of seniority as defined in Article 10, (Seniority), provided that the qualifications for that discipline and the criteria set out in Article 6.4.1.2 are met.

6.4.1.3 Notwithstanding the provisions of Articles 6.3.1, 6.3.4 and 6.3.6 the Department Head, with the approval of the appropriate Vice President or delegate and the majority of the members of the department, may schedule the equivalent of 10 days of assigned duty over 9 days or the equivalent of 5 days of assigned duty over 4 days.

6.5 Class Size

6.5.1 The College agrees to make a reasonable effort to maintain class sizes at existing and historical levels and as fixed from time to time by funding formula guidelines.

6.5.2 Class sizes determined by the College may be exceeded for the purposes of Article 6.2.4.

6.6 Professional Development

6.6.1 Professional development is a **faculty member**-initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the **faculty member's** subject area; or to gain additional knowledge and professional competence in the **faculty member's** subject area. The term "Professional Development" allows for different activities among **faculty members**, departments and areas as well as for activities not directly or immediately related to the **faculty member's** position at the College.

6.6.2 Regular and term **faculty members**, employed half-time or more, who complete 8 months of any combination of assigned duty, College-paid sick leave and/or short term disability benefits within the fiscal year and providing the **faculty member** is fit to return to duty, shall be entitled to professional development, as provided herein. To accommodate the foregoing, the College shall provide to each **faculty member** a minimum of 20 working days with pay each fiscal year for professional development purposes.

6.6.2.1 The College will provide 15 days of professional development to those **faculty members** who have worked half time or more for 7 months but less than 8 months within one fiscal year.

6.6.3 The College recognizes that some **faculty members** may, pursuant to Articles 6.6.2 and 6.6.2.1 above, complete their 7th or 8th months of any combination of assigned duty in March. In these cases, to accommodate the scheduling, the College shall allow carry over of this Professional Development to the next fiscal year.

This carried over entitlement will not be considered assigned duty for the determination of subsequent Professional Development entitlement for the next fiscal year.

- 6.6.4 For those **faculty members** working less than 100% workload, payment for the above entitlement is prorated based on the percentage of scheduled workload maintained during the best accrual months. In unusual situations, in order to accommodate scheduling concerns of the department and with the approval of the Dean, **faculty members** may, subject to the provisions of Article 6.4, be scheduled to a prorated number of days of professional development, at full salary, based on the percentage of scheduled workload maintained during the best accrual months.
- 6.6.5 The College may provide **faculty members** with additional working days with pay for professional development purposes beyond the prescribed minimum. Any such days shall be granted on the basis of individual application, need and merit.
- 6.6.6 **Faculty members** must complete and submit professional development proposals setting out how the time will be used to their advantage and to that of the College. All professional development proposals must be approved by the appropriate Dean or Director. The College reserves the right to suggest alternate activities for the **faculty member's** consideration. Upon completion, **faculty members** shall account for their activities during their professional development.
- 6.6.7 With the prior written approval of the appropriate Dean or Director, any professional development during a **faculty member's** vacation period will result in the equivalent number of vacation days being scheduled in accordance with Article 6.4, (Scheduling).
- 6.6.8 Professional Development Funds
- In order to accommodate professional development, the College shall provide funding in accordance with the attached Letters of Agreement: Appendix IX, (Professional Development Funds), Appendix XI, (Adjudicated Professional Development Funds) and Appendix XII, (Common Faculty Professional Development Committee). Guidelines for the allocation of the Appendix IX professional development funds are found in Appendix X, (Guidelines for the Allocation of Professional Development Funds for VCCFA Members).

6.7 Distributed Learning

(See Common Agreement, Article 6.6)

- 6.7.1 The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.
- 6.7.2 Pursuant to Article 6.6.3 of the Common Agreement, the College agrees to the following principles regarding the use of distributed learning.

- a) Distributed learning courses, whether, paper based, hybrid, or on-line may require more marking time, administration and preparation time per student than face-to-face classroom instruction. The assignment of workload for all distributed learning development or delivery will be agreed between the College and the Association prior to the work assignment being made, in consultation with the Dean and the **faculty members** involved.
- b) All provisions of this Agreement including workload, duty days hiring, copyright, evaluation and appraisals.
- c) **Faculty members** designing **distributed learning courses**, or revising courses or programs **to include** distributed **learning**, may apply for College curriculum development funding.

7 BENEFITS

The College shall provide all **faculty members** with relevant documentation regarding the Basic Medical, Extended Health, Dental, Life Insurance and College Pension plans at the commencement of their employment.

The above documentation shall also be available to **faculty members** upon request through Human Resources.

In addition to the details on **faculty member** benefits provided below, see Appendix III, (Schedule of Benefit Participation and Summary of Benefits During Leaves).

7.1 Entitlement to Benefits: Regular Faculty Members

- 7.1.1 Permanent regular **faculty members** and probationary regular **faculty members** are entitled to annual vacation, general holidays, Christmas holidays, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement. Eligibility periods for health, disability and life insurance benefits are as follows:
- Basic Medical and Extended Health Insurance:
 - effective the first **day of the month coincident with or next following the faculty member's date of employment**
 - Dental, Short Term Disability and Accidental Death and Dismemberment, Long Term Disability and Group Life Insurance:
 - effective the first **day of the month coincident with or next following the faculty member's date of employment**. Participation in these plans is mandatory upon eligibility. However, **faculty members** may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, **faculty members** must immediately apply for coverage under the College's Dental plan.

7.1.2 Regular **faculty members** on layoff having recall rights may have access to the following benefits in accordance with the terms of the policies during the period of recall up to a maximum of 24 months:

- Medical Services Plan of BC (Basic Medical), provided they maintain eligibility under the terms of the plan
 - Note: The plan will only cover out-of-country expenses for up to 12 months.
- Extended Health Benefits provided Medical Services Plan of BC coverage is maintained
- Dental

Such benefits will be maintained for **faculty members** provided they pay the full cost of the premiums in advance by monthly post-dated cheques or credit/debit card payment according to the terms of the policies. Failure to do so will result in the cessation of benefit coverage.

7.2 Entitlement to Benefits: Term Faculty Members

7.2.1 Term **faculty members** holding a one-year appointment at half time or more are entitled to annual vacation, general holidays, Christmas holiday, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (except Article 7.18, (Payment Upon Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
 - effective the first **day of the month coincident with or next following the faculty member's date of employment**
- Dental, Short Term Disability, Long Term Disability and Group Life Insurance:
 - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, **faculty members** may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, **faculty members** must immediately apply for coverage under the College's Dental plan.

7.2.2 Term **faculty members** appointed on the basis of half-time or more and whose appointments span more than a calendar month each but less than one year in length have annual vacation pay, general holiday pay and Christmas holiday pay included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)), sick leave and all health and welfare insurance benefits in accordance with the terms of

this Agreement (excepting Article 7.18, (Payment **Upon** Death)). Eligibility periods for health, disability and life insurance benefits are as follows:

- Basic Medical and Extended Health Insurance:
 - effective the first **day of the month coincident with or next following the faculty member's date** of employment
- Dental, Short Term Disability, Long Term Disability, Accidental Death and Dismemberment and Group Life Insurance:
 - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12-month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, **faculty members** may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, **faculty members** must immediately apply for coverage under the College's Dental plan.

7.2.3 Commencing effective June 29, 2015, a faculty member who holds a term appointment at less than half-time, and who is not otherwise eligible for health and welfare benefit coverage under this Agreement, shall be paid an additional 3% of salary in lieu of health and welfare benefit coverage.

7.2.4 Other term **faculty members** are entitled only to annual vacation pay and general holiday pay which is included within the per diem rate of pay (see Article 5.1, (Per Diem Rate)).

7.3 Annual Vacation

7.3.1 The annual vacation in a complete fiscal year for all regular **faculty members** is 44 duty days (equivalent to 220 hours) and pro-rata.

7.3.2 The annual vacation will normally be taken on the basis of one of the following options and, whenever possible, within the fiscal year in which it is earned:

- One period of 44 consecutive working days (equivalent to 220 hours); or
- 2 periods of approximately 22 consecutive working days (equivalent to 110 hours).

Faculty members are expected to take their annual vacation entitlement each fiscal year.

7.3.3 Pursuant to Article 6.4, (Scheduling for **Faculty Members**), before the start of each fiscal year Department Heads should establish a departmental schedule of each **faculty members'** annual vacation period, with the involvement of the **faculty members**. For this purpose, Department Heads will first identify which of the options referred to in Article 7.3.2 is being requested by each **faculty member**; second, schedule the vacation accordingly; and then schedule residual days, if any.

- 7.3.4 Provided the commitment of the College to instruction is met, vacation periods other than as provided in Article 7.3.2 above, may be accommodated on the recommendation of the Department Head and with the approval of the appropriate Dean or Director.
- 7.3.5 Should scheduling of vacation result in there being a residue of vacation time, this will normally be scheduled and taken in one single period, as best meets the needs of the department.
- 7.3.6 A request to carry over residual vacation days to the following fiscal year should be submitted on or before December 1st. Carry over requests will be considered on the basis of the recommendation of the Department Head and with the approval of the appropriate Dean or Director.
- 7.3.7 A statutory holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

7.4 Vacation Credit Accrual

7.4.1 Full-time Regular Faculty Members

Full-time regular **faculty members** shall accrue vacation credit within a fiscal year at the rate of 3 and 2/3* days (44* vacation days divided by 12) per month of assigned duty, including professional development, vacation and paid leaves. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

*Note: 3 and 2/3 days = 18.33 hours

44 days = 220 hours

7.4.2 Part-time Regular Faculty Members

Part-time regular **faculty members** shall accrue vacation credit within a fiscal year at the same rate as full-time regular **faculty members** specified in Article 7.4.1, but shall have payment for vacation days accrued adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

7.4.3 Term Faculty Members

- a) **Term faculty members** on annual appointments shall accrue vacation credit at the same rate as regular **faculty members**. Payment for vacation days accrued shall be adjusted to reflect the time status at which the days were accrued throughout the fiscal year.
- b) Other term **faculty members** shall not accrue vacation credit. Their per diem salary rate for their period of appointment is calculated to reflect an annual salary paid out over a 10-month assigned duty year.

7.4.4 Vacation Credit for Partial Months

A **faculty member** who commences employment during a period from the 1st to the 15th of the month, shall be credited with a full credit for that month.

A **faculty member** who commences employment from the 16th to the end of the month, shall not be given credit for that month.

A **faculty member** who terminates employment during a period from the 1st to the 15th of the month, shall not be given credit for that month. If a **faculty member** terminates employment from the 16th to the end of the month, s/he shall be credited with full credit for that month.

7.4.5 Conversion of Vacation Credits

Faculty members who change from full-time to part-time status or from part-time to full-time status will have their accrued vacation hours taken on the basis of a vacation day earned equals a vacation day taken, regardless of the **faculty member's** time status. Payment for vacation days taken will reflect the time status at which the days were accrued throughout the fiscal year.

7.4.6 Vacation Credit While on Leave

Except for periods of Maternity, Parental or Adoption Leave, provided for in Article 8.13, (Maternity Leave and Parental Leave) and Article 8.14, (Adoption Leave), **faculty members** who are on leave of absence without pay in one calendar month shall be subject to the following provisions with respect to annual vacation credits:

Period of leave of absence:

- up to and including 15 calendar days — full credit; and
- 16 calendar days and more — no credit.

7.5 Statutory Holidays

7.5.1 Approved statutory holidays are as follows:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any day so proclaimed by federal or provincial legislation.

7.5.2 The following statutory holidays will be observed as follows (listed by fiscal year):

Statutory Holiday	2014–2015	2015-2016	2016-2017	2017-2018	2018-2019
Good Friday	Friday, April 18	Friday, April 3	Friday, March 25	Friday, April 14	Friday, March 30
Easter Monday	Monday, April 21	Monday, April 6	Monday, March 28	Monday, April 17	Monday, April 2
Victoria Day	Monday, May 19	Monday, May 18	Monday, May 23	Monday, May 22	Monday, May 21

Canada Day	Tuesday, July 1	Wednesday, July 1	Friday, July 1	Saturday, July 1	Sunday, July 1
B.C. Day	Monday, August 4	Monday, August 3	Monday, August 1	Monday, August 7	Monday, August 6
Labour Day	Monday, September 1	Monday, September 7	Monday, September 5	Monday, September 4	Monday, September 3
Thanksgiving Day	Monday, October 13	Monday, October 12	Monday, October 10	Monday, October 9	Monday, October 8
Remembrance Day	Tuesday, November 11	Wednesday, November 11	Friday, November 11	Saturday, November 11	Monday, November 12
Christmas Day	Thursday, December 25	Friday, December 25	Sunday, December 25	Monday, December 25	Tuesday, December 25
Boxing Day	Friday, December 26	Saturday, December 26	Monday, December 26	Tuesday, December 26	Wednesday, December 26
New Years Day	Thursday, January 1	Friday, January 1	Monday, January 2	Monday, January 1	Tuesday, January 1
Family Day	Monday, February 9	Monday, February 8	Monday, February 13	Monday, February 12	Monday, February 11

7.5.3 When a statutory holiday occurs on a Saturday or Sunday, the following Monday shall be deemed to be a holiday(s) in lieu thereof.

7.6 Christmas Holiday

7.6.1 A Christmas holiday shall be granted from December 24 to New Year's Day inclusive as a minimum, and exclusive of the statutory holidays, which fall on a weekday within this period. When Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the duty day(s) prior to December 24 shall be deemed to be a holiday(s) in lieu thereof.

7.7 Sick Leave Credit Accrual

7.7.1 Full-time regular and term **faculty members** shall accrue sick leave credits at the rate of 1½ days for each month in which they are on duty for 50% or more of the designated duty days for that month.

7.7.2 **Faculty members** employed half-time or more shall accrue sick leave credits on a pro-rated basis.

7.7.3 A **faculty member** who commences employment during a period from the 1st to the 15th of the month shall accrue full credit for that month.

A **faculty member** who commences employment from the 16th to the end of the month shall not accrue credit for that month.

7.7.4 A **faculty member** who terminates employment during a period from the 1st to the 15th of the month shall not accrue credit for that month. A **faculty member** who terminates employment from the 16th to the end of the month shall accrue full credit for that month.

- 7.7.5 When **faculty members** are not on duty, the accrual of sick leave credits will continue only if the absence is with pay.
- 7.7.6 Except for periods of Maternity, Parental or Adoption leave provided for in Article 8.13, (Maternity Leave and Parental Leave) and Article 8.14, (Adoption Leave), **faculty members** who are on leave of absence without pay in any one calendar month, shall be subject to the following provisions with respect to sick leave credits:

Period of leave of absence:

- up to and including 15 calendar days — full credit; and
- 16 calendar days or more — no credit.

- 7.7.7 Sick leave credits may be accrued to a maximum of 261 working days.
- 7.7.8 Accrued sick leave credit is lost on termination of employment.

7.8 Sick Leave

- 7.8.1 Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the **faculty member's** accrued sick leave credit. See also Article 8.13, (Maternity Leave and Parental Leave); Article 8.14, (Adoption Leave) and Article 7.7, (Sick Leave Credit Accrual).
- 7.8.2 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this Article that is ultimately recovered under a contract of motor vehicle insurance shall be repaid to the College by either the motor vehicle insurance company or by the **faculty member** concerned and the corresponding number of sick leave credits shall be restored to that **faculty member**.
- 7.8.3 If a **faculty member** is entitled to Workers' Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the **faculty member** thus ensuring all **faculty member** benefits and pension benefit coverage and, in addition, pay to the **faculty member** the difference between the benefit and salary.

7.9 Short-Term Disability

- 7.9.1 Short-term Disability coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:
- a) amount of benefit - 70% of salary to a maximum of \$800 per week;
 - b) duration of benefit - 52 weeks; and
 - c) benefit effective - upon expiration of sick leave credit or after 10 working days, whichever last occurs.

7.9.2 The premium cost of Short-term Disability coverage shall be borne entirely by **faculty members** and shall be paid by means of payroll deduction.

7.9.3 Sick Leave Advance for Short Term Disability Transition

- a) Upon becoming ill, permanent **faculty members** who have insufficient sick leave credits to accommodate the 10 working day waiting period to be eligible for short term disability benefits will be given an advance up to the required 10 days.
- b) Term **faculty members** will be advanced the number of sick leave credits they would earn to the end of their appointment to a maximum of 10 days.

7.10 Long-Term Disability

7.10.1 Long-term Disability coverage is provided in accordance with the terms of the contract with the insurance company on the following general basis:

- amount of benefit - 70% of salary to a maximum of \$4,300 per month;
- duration of benefit - until retirement or as otherwise provided; and
- benefit effective - upon expiration of Short-term Disability coverage.

7.10.2 The College shall pay the entire premium cost of Long-term Disability.

7.10.3 The College will not reduce the benefit entitlements of the insured Short-term or Long-term Disability benefit plans without the approval of the Association.

7.11 Payment of Benefit Premiums During Disability

7.11.1 The College will pay the premiums for benefits on behalf of **faculty members** who are receiving Short Term Disability or Long Term Disability benefits. The benefits premiums covered are:

- Group Life Insurance, where **the insurer** does not provide a premium waiver;
- MSP;
- Extended Health;
- Dental Plan;
- Long Term Disability; and
- Short Term Disability.

7.12 Medical Certificates

7.12.1 Any faculty member absent because of illness or injury may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such **faculty member** is unable to carry out their duties due to illness or to confirm their fitness to return to work.

- 7.12.2 Medical certificates will normally be requested only where an absence exceeds 5 days or where it appears that a pattern of constant or frequent absences from work is developing.

7.13 Health Insurance Plans

7.13.1 Basic Health Benefits

The College shall pay 100% of the cost of monthly premiums for **faculty members** employed half-time or more. Coverage shall commence **the first day of the month coincident with or next following the faculty member's date of employment.**

7.13.2 Extended Health Benefits (See Common Agreement, Article 9.2.1(b))

The College will pay 100% of the cost of monthly premiums for **faculty members** employed half time or more. Extended Health coverage shall be in accordance with the terms of the contract between the College and the insurance carrier and shall include:

- a) 95% reimbursement on the first \$1,000 in-province eligible expenses in excess of the \$25 per family deductible and 100% thereafter in the same year.
- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be unlimited.
- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable shall be \$500 per person in 2 calendar years.
- d) One eye examination every 2 years to a maximum of \$75. **Commencing effective January 1, 2017, one eye examination every 2 years to a maximum of \$100.**
- e) Hearing aids in the amount of \$600 every 4 years for any one member or dependent.

- 7.13.3 The College will not reduce the benefit entitlements of the insured Extended Health benefit plan without the approval of the Association.

7.14 Dental Plan

(See Common Agreement, Article 9.2.1(d))

- 7.14.1 The College shall pay 100% of the cost of the monthly premiums for the Dental plan.
- 7.14.2 A Dental plan shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:
- a) basic dental services (Plan A) paying for 100% of the eligible expenses;

- b) prosthetics, crowns and bridges (Plan B) paying for 50% of the eligible expenses. **Commencing effective January 1, 2017 prosthetics, crowns and bridges (Plan B) paying 75% of the eligible expenses;** and
- c) orthodontics (Plan C) paying for 50% of the eligible expenses to a maximum of \$2,500 per person. **Commencing effective January 1, 2017 orthodontics (Plan C) paying for 60% of the eligible expenses to a maximum of \$3,000 per person.**

7.14.3 The College will not reduce the benefit entitlements of the insured Dental benefit plan without the approval of the Association.

7.15 Compulsory Group Life and Accidental Death and Dismemberment Insurance

7.15.1 Group Life Insurance and Accidental Death and Dismemberment Insurance coverage is provided in accordance with the terms of the contract between the College and the insurance carrier.

7.15.2 The following **faculty members** shall participate in the Group Life plan:

- All regular **faculty members** shall be covered from the first **day of the month coincident with or next following the faculty member's date of employment.**
- All term **faculty members** who are employed half-time or more shall be covered from the beginning of the first complete calendar month following completion of 10 months of service within a consecutive 12 month period.

7.15.3 The College will pay 100% of the cost of monthly premiums for both Group Life Insurance and Accidental Death and Dismemberment Insurance. The Group Life Insurance plan provides a benefit level of 3 times the annual maximum salary of the **faculty member**. The Accidental Death and Dismemberment Insurance plan provides a benefit of up to 3 times the annual maximum salary of the **faculty member**.

7.15.4 Group Life Insurance coverage shall be reduced by 50% when a faculty member reaches age 66, and to \$10,000 when a faculty member reaches age 70. Accidental Death and Dismemberment Insurance coverage shall be reduced by 50% when a faculty member reaches age 66, and shall end when a faculty member reaches age 70.

7.15.5 A **faculty member** who retires at or beyond the age of 55 years and who is in receipt of a pension under the provisions of the *Public Sector Pension Plans Act* shall continue to receive Group Life Insurance coverage in the amount of \$10,000 for a period of 5 years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.

- 7.15.6 Term **faculty members** who are participating in the Group Life Insurance plan, and whose appointment drops to less than one-half time, may continue on the plan, on a cost-shared (50-50) basis, as long as they remain employed by the College.
- 7.15.7 **Faculty members** covered by Group Life Insurance as provided in this Article, may, at the time of termination of coverage, continue to receive coverage without medical proof of insurability, to the maximum benefit in effect at the time of termination of coverage. Arrangements must be made with the insurance company and **faculty members** are responsible for the payment of the entire premium cost, based on their age at the time of application.
- 7.15.8 The College will not reduce the benefit entitlements of the compulsory Group Life and Accidental Death and Dismemberment Insurance plan without the approval of the Association.

7.16 Voluntary Life Insurance Coverage

By payment of the necessary premiums through payroll deductions, **faculty members** who are participating in the group life insurance plan may elect additional Group Life Insurance coverage for themselves and/or their spouses, in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

7.17 Registered Retirement Savings Plan Payroll Deductions

Faculty members may authorize the College to deduct specified amounts from their wages each month for a Registered Retirement Savings Plan. Tax deductions at source will be adjusted to accommodate the deductions. In authorizing such deductions, **faculty members** shall absolve the College of any responsibility for such funds following their remittance to the trust company. The College will, on behalf of the **faculty members**, remit to a single designated trust company, by the 10th of the month following, the funds which have been deducted. It shall be the responsibility of **faculty members** to direct the trust company concerning the investment of such funds.

7.18 Payment Upon Death

In the event of death of regular **faculty members**, the College will pay to their spouse, or if there is no spouse, to the estate of those deceased, one month's salary exclusive of any amount already earned by those deceased up to the date of which they last served.

7.19 Premium Savings

It is hereby understood and agreed that premium savings accrued by virtue of Human Resources Development Canada assessment shall be used to offset partially the costs of disability and future benefit improvements.

7.20 Group Coverage

For the purpose of these benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Vancouver Community College Faculty

Association, College staff, administrators and other College-related groups, which may include **faculty members** of Langara College. Under such a coalition, determination of a percentage of group participation shall be a deployment or interpretation of the group or subgroup composition for the best advantage to the greatest numbers.

7.21 Pension Plan

(See Common Agreement, Article 10)

Faculty members are eligible for coverage in accordance with the *Public Sector Pension Plans Act*. (See summary documents provided by the College).

7.22 Employment Insurance

Faculty members shall be covered for employment insurance insofar as the statutes permit.

7.23 Professional Memberships/Licences

Where the College requires, as a condition of employment, that a regular **faculty member** maintain a specified professional association membership or licence, the College will pay the annual dues or annual licencing fees required to maintain such membership or licence.

8 LEAVES

(See Common Agreement, Articles 7 and 8)

8.1 Application and Scheduling Leaves

Written application for leaves, as provided hereunder, must be submitted in writing prior to the start of the requested leave indicating the purpose for the leave and detailing supporting reasons.

- 8.1.1 Application for leave may include application for a change from full-time to part-time status for a given period of time (part-time leave). Approval of part-time leaves shall be on the same basis as approval of full-time leaves. **However, the following leaves may only be taken as full-time leaves:**

- Article 8.13, (Maternity Leave and Parental Leave);
- Article 8.14, (Adoption Leave); and
- **Article 8.10, (Renewal Leave).**

- 8.1.2 Scheduling of all leaves shall be done by Department Heads and approved by the Dean or Director as provided in Article 6.4, (Scheduling for **Faculty Members**).

8.2 Return from Leaves

- 8.2.1 Upon return from an approved leave, a **faculty member** shall be entitled to assume the same or equivalent position they held at the time of leave.

8.3 Benefits and Entitlements While on Leave

(See Appendix III–B, (Summary of Benefits During Leaves))

8.3.1 Seniority

A **faculty member's** seniority shall continue to accrue during any period of approved leave.

8.3.2 Increments and Benefits During Paid Leave

Faculty members on paid leave shall continue to receive all **faculty member** benefits as provided for in Article 7, (Benefits), and the leave shall count as service for increment purposes.

8.3.3 Increments and Benefits During Unpaid Leave

a) Increments

Faculty members on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6, (Increments During Leaves), Article 8.13, (Maternity Leave and Parental Leave), and Article 8.14, (Adoption Leave).

b) Continuance of Benefits

Faculty members on unpaid leave in any one calendar month shall be subject to the following provisions with respect to benefits depending upon the period of leave of absence:

- Up to and including 15 calendar days - all **faculty member** benefits continue;
- 16 calendar days or more - no benefits except as provided in Article 8.13, (Maternity Leave and Parental Leave), Article 8.14, (Adoption Leave), Article 8.11, (Retirement Preparation Leave) and Article 8.10, (Renewal Leave). However, **faculty members** on unpaid leave of 16 calendar days or more may, upon approval of the leave and subject to the provisions of Article 7, (Benefits), opt for the continuance of the following benefits by payment of the necessary premiums and contributions, both **faculty member** and employer shares:
 - Article 7.13, (Health Insurance **Plans**)
 - for Basic and Extended Health Benefits;

- Article 7.14, (Dental Plan);
- Article 7.15, (Compulsory Group Life and Accidental Death and Dismemberment Insurance);
- Article 7.9, (Short-Term Disability)
 - for up to 2 months;
- Article 7.10, (Long-Term Disability); and
 - for up to 2 months
- Article 7.21, (Pension Plan).

8.4 Education Leave

8.4.1 Education leave is intended to provide **faculty members** with an opportunity to:

- a) pursue further post-secondary studies;
- b) pursue relevant credentials;
- c) maintain currency in their fields; or
- d) pursue other approved educational activities.

Education leave is granted through the authority of the College Board. The welfare of the College and the professional competence of **faculty members** are among the prime considerations in approving leaves for approved study or research.

8.4.2 The College shall grant upon application 2.75 full-time equivalent (FTE) Education Leaves per fiscal year. One full-time equivalent is deemed to represent 12 months of time within a fiscal year.

The joint College and faculty Education Leave Committee shall review and amend, as necessary, the mutually agreed upon process and procedure for making application, including time-lines for both long-term and short-term education leaves which may modify the terms of Articles **8.4.6.6** and **8.4.7.4** herein.

8.4.3 Requests for education leaves must be made to the appropriate Vice President concerned and must be accompanied by an outline of the purpose of the leaves. The Education Leave Committee shall review and recommend education leave applications, at least once a year, to the appropriate Vice President.

8.4.4 Approved education leave shall be at the rate of 70% of salary and allowances; contributions for **faculty member** benefits will be continued during education leave by the College and the **faculty member**, and the leave period will count in full for increment purposes.

8.4.5 **Faculty members**, within one month of their return to duty from education leave, must submit to the appropriate Vice President satisfactory evidence of having carried out the purposes for which the leaves were granted. In the event of failing to

do so, **faculty members** shall refund the amount paid to them by the College during such leaves.

8.4.6 Long-Term Education Leave

8.4.6.1 Leaves of more than 4 months to one calendar year shall be considered long-term leaves.

8.4.6.2 In order to be granted long-term education leave, **faculty members** must have been permanent regular **faculty members** for at least 3 years.

8.4.6.3 **Faculty members** undertake to remain in the service of the College for a minimum of 3 years immediately following their return from long-term education leave.

8.4.6.4 In the event that **faculty members** fail to remain in the service of the College as required in Article 8.3.6.3, then **faculty members** shall refund to the College the amount paid to them by the College during such leave on the following basis:

- a) failing to remain one complete year, they shall refund the full amount paid;
- b) failing to remain 2 complete years, they shall refund $\frac{2}{3}$ of the amount paid; and
- c) failing to remain 3 complete years, they shall refund $\frac{1}{3}$ of the amount paid.

8.4.6.5 Normally, **faculty members** shall not be eligible for subsequent long-term education leaves until a period of 2 years has elapsed since the completion of the previous leave.

8.4.6.6 A request for long-term education leave must be made at least 6 months prior to the proposed commencement date of the leave. The applicant will receive a preliminary reply at least 4 months prior to the requested commencement date and a final reply at least 3 months prior to it.

8.4.7 Short-Term Education Leave

8.4.7.1 Leaves of up to 4 months shall be considered short-term leaves.

8.4.7.2 In order to be granted short-term education leaves, **faculty members** must have been permanent regular **faculty members** for at least 2 years.

8.4.7.3 **Faculty members** undertake to remain in the service of the College for a minimum of one year immediately following return from such leaves and, in the event of failing to do so, shall refund the amount paid to them by the College during the leaves.

8.4.7.4 A request for short-term education leave must be made at least 2 months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one month prior to the requested commencement date.

- 8.4.7.5 Normally, **faculty members** shall not be eligible for subsequent short-term education leaves until a period of 1 year has elapsed since the completion of the previous leave.

8.5 Family Illness Leave and Sick Leave for Family Illness

(See Common Agreement, Articles 7.7, (Family Illness Leave) and 7.8, (Compassionate Care Leave))

- 8.5.1 Entitlement for up to 5 days per year of family illness leave is established in Article 7.7 of the Common Agreement. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the family member. For the purposes of this Article, "family member" shall be defined as per Article 7.1 in the Common Agreement.
- 8.5.2 The appropriate Dean or Director may approve the use of up to 3 days per year of sick leave to attend to the illness of any other relative if living in the same household. Such approval shall not be unreasonably withheld.

8.6 Funeral Leave

- 8.6.1 With the approval of the appropriate Dean or Director, funeral leave of ½ day will be granted, with pay, but not in addition to bereavement leave.

8.7 Bereavement Leave

(See Common Agreement, Article 7.6)

- 8.7.1 In the case of death in the immediate family, bereavement leave shall be granted with pay for a period not to exceed 5 working days, provided the bereaved **faculty member** has notified the immediate supervisor. For the purposes of this Article, "immediate family" shall be defined as per Article 7.1 in the Common Agreement.
- 8.7.2 The appropriate Vice President may grant bereavement leave in the case of death of any other person.

8.8 Jury Duty and Court Appearance Leave

(See Common Agreement, Article 7.10)

- 8.8.1 When summoned to serve on a jury; when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted therefrom; the **faculty member**, to qualify for permission from the appropriate Dean or Director to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for the court appearance.
- 8.8.2 **Faculty members** shall also provide statements from officials of the Court of the time taken and the fees (if any) paid to them and shall pay all such fees to the College.

8.9 Personal Leave

- 8.9.1 With the approval of the appropriate Vice President or delegate, a **faculty member** may be granted leave for reasons other than those specified in this Agreement (e.g. study, compassionate, travel, religious) or additional leave beyond the limits specified for adoption, parental or other specific leaves.
- 8.9.2 This leave shall be without pay unless otherwise authorized.

8.10 Renewal Leave

- 8.10.1 In order to provide **faculty members** with an opportunity for renewal, the College shall, with the approval of the appropriate Vice President, grant renewal leaves of between 6 and 12 months, provided the following conditions are met:
- a) the **faculty member** is a permanent regular **faculty member** at commencement of leave granted hereunder;
 - b) the **faculty member** should be on the maximum of the salary step, or have 10 years of service;
 - c) an appropriately qualified replacement is available to assume the **faculty member's** responsibilities; and
 - d) the ultimate replacement **faculty member** is identified and, wherever possible, shall be at the minimum step of the salary range.
- 8.10.2 **Faculty members** may apply for renewal leave of less than 6 months. For renewal leaves of less than 4 months, the Dean/Director may require that such leave be taken in combination with professional development, vacation or other leaves so that their combined total meets the scheduling requirements of the department or area. Approval of such applications will not be unreasonably denied.
- 8.10.3 A maximum of **5 FTE renewal leaves** shall be granted per fiscal year. The procedure for application and allocation shall be as follows:
- a) **Faculty members** shall submit written applications for renewal leave no later than December 31 for the following fiscal year.
 - b) Should the total number of leaves applied for under 8.10.1 exceed **5 FTE renewal leaves**, the allocation of **5 FTE renewal leaves** shall be on the basis of seniority.
 - c) Should the maximum allowable quota of leaves not be reached through the process outlined above, further renewal leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the **faculty member** submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
- 8.10.4 Renewal leave shall be unpaid, but shall carry with it the following benefits:

- a) A stipend of \$1,200 per month for full-time **faculty members** and pro-rata for part-time **faculty members** and **faculty members** on part-time leave.
 - b) Medical, Extended Health, Dental and Group Life benefits.
 - c) **Faculty members** taking renewal leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.
- 8.10.5 A **faculty member** on unpaid renewal leave must advise the College, in writing, no later than 2 months prior to expiration of the leave confirming intention to return to duty.
- 8.10.6 A **faculty member** who works elsewhere while on leave and has any of the insurance benefits listed in Article 8.10.4 provided at a rate of contributions equal to or superior to the College's contribution is required to notify the College and take the benefits available elsewhere.
- 8.10.7 A **faculty member** on unpaid renewal leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the renewal leave shall immediately cease.

8.11 Retirement Preparation Leave

(See Appendix XXXII)

- 8.11.1 In order to allow a **faculty member** nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, **the College may offer and a faculty member may accept** a leave or leaves of absence of between 3 and 12 consecutive months providing the following qualifications are met:
 - a) The **faculty member** has been a regular **faculty member** for a minimum of 5 years;
 - b) The **faculty member** is at least 50 years old;
 - c) The **faculty member** should be on the maximum salary step, or have 10 years of service; and
 - d) An appropriately qualified replacement **faculty member**, if required, is available. The ultimate replacement **faculty member** shall be identified and, wherever possible, be at the minimum step of the salary schedule.
- 8.11.2 A maximum of 20 **faculty members may** be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:
 - a) **Faculty members** shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.
 - b) **Should the number of applications for retirement preparation leave for a fiscal year exceed the number of leaves the College makes available for**

that year, allocation of the available leaves shall be on the basis of seniority.

- c) Eligible **faculty members** may take this leave at either 50% or 100% of full-time to a maximum of one year. Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.

8.11.3 Retirement preparation leave shall be unpaid, but shall carry with it the following benefits:

- a) Medical, Extended Health, Dental and Group Life benefits;
- b) Provided the **faculty member** elects to purchase the period of leave for pension purposes and is given permission to do so by the Pension Corporation, the College shall pay its share of pension contributions for the period of leave being purchased;
- c) A stipend of \$1,000 per month for full-time **faculty members** and pro-rata for part-time **faculty members** and **faculty members** on part-time leave; and
- d) **Faculty members** taking retirement preparation leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

8.11.4 A **faculty member** on unpaid retirement preparation leave who becomes disabled and who has accumulated sick leave credit, shall, concurrent with the commencement of said disability, be placed on sick leave as per Article 7.7, (Sick Leave Credit Accrual), and Article 7.8 (**Sick Leave**), and the retirement preparation leave shall immediately cease.

8.11.5 A **faculty member** who works elsewhere while on retirement preparation leave and has any of the insurance benefits listed in Article 8.11.3 provided at a rate of contributions equal to or superior to the College's contributions shall notify the College and take the benefits available elsewhere.

8.12 Political Leave

(See Common Agreement, Article 7.11)

8.12.1 In order to enable a **faculty member** to contest a federal, provincial or municipal election, the College shall grant the **faculty member** an unpaid leave of absence for a period of up to 2 months.

8.12.2 In the event that a **faculty member** is elected to a federal, provincial or municipal office, the **faculty member**, upon application, shall be granted an unpaid leave of absence for the term of the political office. The maximum leave the College is prepared to grant shall be 2 consecutive terms of political office.

8.13 Maternity Leave and Parental Leave

(See Common Agreement, Article 8)

(Term Faculty Members: See Appendices XXIV and XXV)

8.13.1 Maternity Leave and Parental Leave (**Birth Mother**)

8.13.1.1 For the benefits of the *Employment Standards Act* to apply during the statutory periods set out by the *Act*, **faculty members** must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.

8.13.1.2 The College shall grant maternity leave without pay in accordance with the provisions of the *Employment Standards Act* for a period up to a maximum of 52 consecutive weeks without termination of appointment. Upon return from maternity leave, the **faculty member** is entitled to assume the instructional position she would have held had the leave not occurred.

8.13.1.3 Within the 52-week leave period granted under Article 8.9.1.2, weeks 18 through 52 inclusive shall be considered statutory parental leave.

8.13.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the maternity leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the *Employment Standards Act* and provided the **faculty member** returns to duty at the completion of the maternity leave.

A term **faculty member** is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity leave; provided that during such periods the term **faculty member** has been granted and is taking leave from appointments of 50% or more time status. The term **faculty member** shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity leave.

8.13.1.5 **Faculty members** on maternity leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. **Faculty members** wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.

8.13.1.6 **Faculty members** wishing to return to duty prior to the expiration of 6 weeks following the actual date of birth of the child shall give the College one week's notice, in writing, of such intention.

8.13.2 Parental Leave (**Parent Other Than Birth Mother**)

8.13.2.1 For the benefits of the *Employment Standards Act* to apply, **faculty members** must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.

8.13.2.2 The College shall grant parental leave without pay, in accordance with the provisions of the *Employment Standards Act*, for a period of 37 weeks. This leave must be taken within 52 weeks of the birth of **the** child. A written request must be submitted no later than 4 weeks prior to the commencement of the leave.

8.13.2.3 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the parental leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the parental leave falling within the time limits prescribed in the *Employment Standards Act* and provided the **faculty member** returns to duty at the completion of the parental leave.

8.13.2.4 **Faculty members** on parental leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Statutory Period only.

8.13.2.5 Paid Parental Leave (Spousal)

Upon the birth of his/her spouse's child, a **faculty member** shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the **faculty member's** sick leave credits to the extent said credits will accommodate.

8.14 Adoption Leave

(See Common Agreement, Article 8)

(Term Faculty Members: See Appendices XXIV and XXV)

8.14.1 A **faculty member** applying for adoption leave must provide proof of legal adoption of a child. Where both parents are **faculty members**, only one **faculty member** shall be entitled to leave under the provisions of this Article

8.14.2 The College shall grant an unpaid leave for adoption of a child in accordance with the provisions of the *Employment Standards Act* for a period of up to a maximum of 52 weeks without termination of appointment. Upon return from such leave the **faculty member** is entitled to assume the instructional position the **faculty member** held at the time of leave.

8.14.3 Within the 52 week period granted under Article 8.13.1.2, weeks one through 37 shall be considered statutory parental leave.

- 8.14.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the leave for adoption. Vacation and sick leave credits and increment entitlement will accrue for the duration of the leave for adoption falling within the time limits prescribed in the *Employment Standards Act* and provided the **faculty member** returns to duty at the completion of the adoption leave. A term **faculty member** is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her adoption leave; provided that during such periods the term **faculty member** has been granted and is taking leave from appointments of 50% or more time status. The term **faculty member** shall not accrue vacation and sick leave credits or increment entitlement during the period of the adoption leave.
- 8.14.5 **Faculty members** taking adoption leave may opt for the continuance of Short-term and Long-term Disability by the payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. **Faculty members** wishing to continue Long-term Disability coverage beyond this period must make arrangements to remit the appropriate amount of premium to the College to continue coverage.
- 8.14.6 Paid Parental Leave (Adoption)
- Upon the adoption of a child, a **faculty member** shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the **faculty member's** sick leave credits to the extent said credits will accommodate.

~~9 INSTRUCTOR DIPLOMA OR EQUIVALENT~~

This article has been intentionally left blank.

The language previously under Article 9 has been moved to Article 5.8. The following Article numbers remain unchanged.

10 SENIORITY

See Appendix IV, (Explanation of Seniority Calculations) for examples of seniority calculations.

10.1 Definition and Calculation of Seniority

- 10.1.1 Seniority is established on that date at which time a regular or term **faculty member** became subject to the Vocational Instructors' Association or Vancouver Community College Faculty Association Collective Agreement.

10.1.2 Seniority is defined as a **faculty member's** accrued service under the terms of this Agreement and shall be calculated as provided in Article 10.1.3, (Regular **Faculty Members**), and Article 10.1.4, (Term **Faculty Members**).

10.1.3 Regular **Faculty Members**

- a) Effective April 1, 1992, all regular **faculty members**, both full-time and part-time, shall accrue 261 full days of service per fiscal year. **Regular faculty members shall not accrue more than 261 days of service per fiscal year.**
- b) Notwithstanding the above provision, in the case of **faculty members** whose employment as regular **faculty members** commences during a fiscal year, service as a regular **faculty member** in that fiscal year shall be pro-rated for seniority purposes.
- c) Laid off **faculty members** who are on recall shall accrue seniority on the same basis as other regular **faculty members**.

10.1.4 Term **Faculty Members**

10.1.4.1 Term **faculty members** shall accrue up to a maximum of 261 full-time equivalent (FTE) days of service per fiscal year. Part-time service by such **faculty members** shall be pro-rated.

10.1.4.2 Seniority for term **faculty members** shall be calculated by multiplying the number of full-time equivalent duty days of service by such **faculty members** by the following ratio:

$$\frac{261}{201}$$

10.1.4.3 All auxiliary work done concurrent with and after a **faculty member's** initial term appointment shall be counted as service for the purpose of seniority, subject to retention of seniority as per Article 10.2, (**Accrual, Retention or Loss of Seniority**). Such auxiliary service shall be pro-rated.

10.2 Accrual, Retention or Loss of Seniority

10.2.1 Regular and term **faculty members** shall retain and accrue seniority while in the employ of the College. (**See Common Agreement, Article 7.3**)

10.2.2 Laid off **faculty members** who are on recall shall retain and accrue seniority while on the recall list.

10.2.3 Term **faculty members** shall retain seniority for 24 months from the last day of their employment.

10.2.4 **Faculty members** who sever employment of their own volition shall forfeit accrued seniority.

10.3 Seniority Lists

- 10.3.1 On the basis of Article 10.1, (Definition and Calculation of Seniority), and Article 10.2, (**Accrual**, Retention or Loss of Seniority), a seniority list shall be produced by the College each year. The list shall be updated on April 1 each year and posted within one month. The College shall provide the Association and each department with a copy of the list.
- 10.3.2 The seniority list shall include all regular **faculty members** in the employ of the College, including those on the recall list as per Article 11.9, (Recall). The list shall also include term **faculty members** whose seniority is retained as per Article 10.2.3.
- 10.3.3 The list shall show, in order of seniority, the type of appointment(s) held by each **faculty member**, the time-status of the appointment(s), the department or area to which the **faculty member** has been assigned, the commencement date of service and the aggregate length of accumulated service in FTE days.
- 10.3.4 Notwithstanding **faculty members'** aggregate length of service on the seniority list, Article 11, (Reduction, **Recall and Severance Pay**), shall take precedence in the reduction of **faculty members**.

11 REDUCTION, RECALL AND SEVERANCE PAY

11.1 College Commitment

- 11.1.1 The College and the Association agree that the primary goal of the institution is education. The College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

11.2 Reasons for Reduction

- 11.2.1 From time to time, the College may determine that a reduction in the number of **faculty members** is necessary. Reasons for such **faculty member** reduction include:

- a) decreased enrolment;
- b) elimination or reduction of a program or activity;
- c) shortage of funds; and
- d) organizational change.

11.3 Written Notice to the Association

- 11.3.1 After identifying the specific area or areas of potential reduction and prior to giving advance notification of layoff, the College shall provide the Association with written notice describing the potential reduction, the reason for the reduction, and the **faculty members** who may be affected.

11.4 Consultation on Reduction

- 11.4.1 **Within** five (5) business days of the issuance of **the** notice **described in Article 11.4.1, the College shall** meet with the Association to engage in discussion and consultation on the intended reduction in an effort to minimize the impact on the **faculty members** so affected. **(See Common Agreement, Article 6.4)**
- 11.4.2 These discussions shall include the possibilities of early retirement incentive offers as per Article 22.4, (Retirement Incentive and Reduction Sequence), and transfers as per Articles 11.8.1.1 and 11.8.2.1.
- 11.4.3 The College agrees to take into account Association concerns regarding the scope, content and timing of calls for interest in the items listed in Article **11.4.2**, and the process for responses.
- 11.4.4 If the potential reduction identified by the College involves the closure of a department or program, the parties' consultation discussions shall include consideration of viable alternatives, if any, that may be available to avoid such closure.
- 11.4.5 The College shall provide the Association, upon request, with documentation the Association reasonably requires to engage in the consultation discussions described above.
- 11.4.6 If the parties have not concluded their consultation discussions under Article 11.4 by the date that is ten (10) business days following the issuance of the pre-consultation notice under Article 11.3.1, **or twenty (20) business days following the issuance of such notice if the potential reduction identified by the College involves the closure of a department or program**, the College may proceed to issue advance layoff notice under Article 11.6. The issuance of advance layoff notice shall not prevent the parties' consultation discussions from continuing.

11.5 Reduction Sequence

- 11.5.1 Any reductions in the number of **faculty members**, reductions in workload, or transfers within or between affected areas shall be accomplished to the extent required only, **in** the following sequence:
- a) **term faculty members;**
 - b) **probationary regular faculty members;**
 - c) **permanent regular faculty members.**

11.6 Advance Notice of Layoff

- 11.6.1 The College shall, as soon as possible in advance, and no later than one month prior to the date of **issuance of** notice of layoff **under** Article 11.7, notify the Association and any regular **faculty members** whose employment may be affected. The notification shall be in writing and shall specify the reasons for the intended

change and shall refer the affected regular **faculty members** to the Association regarding their rights under Article 10, (Seniority).

- 11.6.2 As per Article 22.4, (Retirement Incentive and Reduction Sequence), retirement incentive offers that may offset the impact of the Article 11.5, (Reduction Sequence), shall be made simultaneously with advance **notice of layoff**.
- 11.6.3 **Faculty members** under advance notice of layoff shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer **within one week of their request**.
- 11.6.4 Consultation between the College and the Association as per Article **11.4**, (Consultation on Reduction), shall continue subsequent to **the issuance of advance notice of layoff**. Within 5 duty days of the date of the advance **notice of layoff**, the Association shall have the right to present written submissions to the College on the proposed changes and their effects.

11.7 Notice of Layoff

- 11.7.1 The College shall provide term faculty members with one month's notice of termination according to length of service with the College under this Agreement unless they are in the first 2 weeks of their appointment. For termination within the first 2 weeks of a term appointment, see Article 5.3.4.
- 11.7.2 **The College shall provide faculty members** on probationary regular appointments with one month's notice **of termination** according to length of service with the College under this Agreement.
- 11.7.3 **The College shall provide permanent regular faculty members** with 3 months' notice **of termination** according to length of service with the College under this Agreement.
- 11.7.4 When the College does not issue notice of layoff to a permanent regular **faculty member** within 3 months of the date of the advance notice issued to that **faculty member** pursuant to Article **11.6.1**, then the College will withdraw the advance notice issued to that **faculty member**.

11.8 Transfer Process Following Notice of Layoff

- 11.8.1 For Probationary Regular Faculty Members
 - 11.8.1.1 Probationary regular **faculty members** who have received notice of layoff under Article 11.7 may elect to transfer from the **faculty member's** specific area to other areas where the duties are within the **faculty member's** abilities, provided the **faculty member** meets the hiring criteria applicable to the department to which the **faculty member** is being transferred. Transfer shall take place according to length of service with the College under this Agreement.

- 11.8.1.2 Within one week of having received notice of layoff, **the faculty member** shall identify area(s) to which **the faculty member wishes** to be considered for transfer.
- 11.8.1.3 The College shall reply within one week as to whether or not the **faculty member** meets the hiring criteria of the area(s) identified by the **faculty member** under Article 11.8.1.2.
- 11.8.1.4 By the end of the third week following notice of layoff, the faculty member shall select an area for which the faculty member is qualified as identified by the College under Article 11.8.1.3, and the transfer shall be effected by the College.
- 11.8.2 For Regular Faculty Members
 - 11.8.2.1 Permanent regular **faculty members** who have received notice of layoff under Article 11.7 may elect to transfer from the **faculty member's** specific area to other areas where the duties are within the **faculty member's** abilities, provided the **faculty member** meets the hiring criteria applicable to the department to which the **faculty member** is being transferred. Transfer shall take place according to length of service with the College under this Agreement.
 - 11.8.2.2 Within one month of having received notice of layoff, **the faculty member** shall identify area(s) to which the **faculty member wishes** to be considered for transfer.
 - 11.8.2.3 The College shall reply within 2 weeks as to whether or not the **faculty member** meets the hiring criteria of the area(s) **identified by the faculty member under Article 11.8.2.2.**
 - 11.8.2.4 By the end of the second month following notice of layoff, the faculty member shall select an area for which the faculty member is qualified as identified by the College under Article 11.8.2.3 and the transfer shall be effected by the College.
- 11.8.3 For Faculty Members Affected by Transfers
 - 11.8.3.1 Probationary and permanent regular **faculty members** displaced by a transferring **faculty member** shall be also subject to the provisions of **Articles 11.4 through 11.8.**
 - 11.8.3.2 It is expected that transferring **faculty members** will use their annual professional development time to orient and prepare themselves for their new assignments. If the annual professional development entitlement has already been used or if additional time over and above the professional development time is required, the College will consider requests for additional professional development time on a case-by-case basis. Such requests will not be unreasonably denied.

11.9 Recall

- 11.9.1 When the College determines that the number of **faculty members** in any specific areas of reduction can be increased, reappointment shall be made from a recall list of regular **faculty members** who meet the applicable hiring criteria. Such reappointment shall be based on length of service as per the seniority list in effect at the time of reappointment. Laid off **faculty members** who are not eligible to exercise transfer rights, but who meet the hiring criteria for more than one area, may be eligible for recall to any of those areas.
- 11.9.2 Names of eligible **faculty members** shall remain on the recall list for a maximum of 2 years from the effective date of layoff. A copy of this list will be provided to **faculty members** whose names appear thereon and to the Association. All job postings will be mailed to **faculty members** on the recall list.
- 11.9.3 To remain eligible for recall/reappointment under this Article, laid-off **faculty members** must keep Human Resources informed of their mailing addresses and telephone numbers, promptly report any changes and accept or reject notices of reappointment from the College within 15 days of receipt of such notices. In the event a **faculty member** rejects an offer of reappointment to an area pursuant to Article 11.9.1, all further rights to recall for that area are lost and the **faculty member** will be removed from the recall list for that area.
- 11.9.4 Upon temporary recall or recall/reappointment of a **faculty member** by the College, the College shall reinstate accrued sick leave credits and salary step placement as at the time of layoff. Seniority provisions shall be as per Article 10.2.2.
- 11.9.5 Temporary Recall
- Temporary recall rights may be exercised by **faculty members** to accept offers of appointments as defined herein. Such appointments do not affect the status of **faculty members** as regular **faculty members** except for seniority calculations as per Article 10.1.3, (Regular **Faculty Members**).
- 11.9.5.1 Definition
- Temporary recall is the acceptance by **faculty members** on the recall lists as per Article 11.9.1 of offers of appointment with:
- a) less time status than the time status of the appointments they formerly held; or
 - b) the same time status but of less than 4 months duration; or
 - c) either the same or less time status but of indeterminate length as a result of replacing **faculty members** on leave pursuant to Article 7.8, **Sick Leave** or Article 8.8, Jury Duty and Court Appearance.
- 11.9.5.2 **Faculty members** who accept offers as per Article 11.9.5.1(a) shall:

- a) complete the class to which they have been temporarily recalled before exercising their recall rights to equivalent time-status appointments;
- b) accrue all benefit entitlements and if the temporary recall is for less than 4 months have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment; and
- c) be entitled to a new 2-year recall period when they are temporarily recalled for periods of 4 months or longer and are subsequently laid off.

11.9.5.3 **Faculty members** who accept offers as per Article 11.9.5.1(b) shall:

- a) complete the class to which they have been temporarily recalled before exercising their recall rights to appointments;
- b) accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment; and
- c) be entitled to a new 2-year recall period if they are temporarily recalled for periods of 4 months or longer and are subsequently laid-off.

11.9.5.4 **Faculty members** who accept offers as per Article 11.9.5.1(c):

- a) may, if their temporary recall appointments are or become periods of 4 months or greater, exercise their recall rights to equivalent time status appointments before completing the classes to which they have been temporarily recalled;
- b) shall be considered to be on temporary recall without rights to further notice of layoff and a new 2-year recall period until the **faculty members** being replaced return to duty or until recall or reappointments become available, whichever occurs first; and
- c) shall accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment.

11.9.5.5 **Faculty members** who have accepted temporary recall appointments of less than 4 months shall not be entitled to notice of layoff from such appointments. **Faculty members** will not receive notice if the combination of individual temporary recall appointments exceed 4 months. This is without prejudice to the Association's right to challenge the appropriateness of the term of the individual assignments.

11.10 Severance Pay

11.10.1 Severance Pay Entitlement

- 11.10.1.1 All permanent regular **faculty members** shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11, (Reduction, **Recall and Severance Pay**).
- 11.10.1.2 **Faculty members** who receive permanent regular appointments as per Article 4.12 (**Regularization**), shall be entitled to severance pay 3 years after appointment to permanent regular status.
- 11.10.1.3 Probationary regular **faculty members** shall be entitled to severance pay immediately upon appointment to permanent regular status.
- 11.10.1.4 **Faculty members** eligible for severance pay shall have the option to take severance pay: at the time of layoff; at the expiration of their recall period or during their recall period. Severance pay shall not be granted to permanent regular **faculty members** whose employment as **faculty members** is discontinued and who, of their own volition, transfer to other continuous employment with the College.
- 11.10.1.5 **Faculty members** who take severance pay shall forfeit all rights to recall.
- 11.10.2 Calculation of Severance Pay
- 11.10.2.1 Severance pay for permanent regular faculty members whose employment is terminated under Article 11 shall be calculated as described below. Severance pay shall be based on the faculty member's rate of pay on the date when notice of layoff was received.

Complete Years of Continuous Employment	Severance Pay (Months of Salary)
Less than 1	1 month
1 but less than 2	1 month, plus 1/12 month for each complete month after 1 year
2 but less than 3	2 months, plus 1/12 month for each complete month after 2 years
3 but less than 4	3 months, plus 1/12 month for each complete month after 3 years
4 but less than 5	4 months, plus 1/12 month for each complete month after 4 years

5 but less than 8	5 months, plus 1/36 month for each complete month after 5 years
8 but less than 11	6 months, plus 1/36 month for each complete month after 8 years
11 but less than 14	7 months, plus 1/36 month for each complete month after 11 years
14 but less than 17	8 months, plus 1/36 month for each complete month after 14 years
17 but less than 20	9 months, plus 1/36 month for each complete month after 17 years
20 or more	10 months

- 11.10.2.2 Those who were hired as term **faculty members** and who have subsequently become permanent regular **faculty members**, will have their rights to severance pay dated back to the date on which their continuous employment commenced.
- 11.10.2.3 Severance pay, as outlined above, is in addition to notice as required by Article 11, (Reduction, **Recall and Severance Pay**), or pay in lieu thereof.

12 GRIEVANCE PROCEDURE

- 12.1 The aggrieved party and/or the Association shall first exhaust all remedies available under this Article before pursuing other remedies available.

Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be resolved without work stoppage and the following stages shall be undertaken without delay:

12.2 Pre-Grievance

- 12.2.1 The aggrieved **faculty member**, alone or with a steward of the Association, may first, take up the matter with the appropriate Dean **or Director** involved, alone or with any other member of the College staff, within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. This stage shall not exceed 7 working days.

12.2.2 Any informal resolution of a grievance shall be consistent with this Agreement but shall not be binding on the College, the Association or any other **faculty member**.

12.2.3 The Association may initiate a grievance concerning any informal resolution.

12.3 Stage I

12.3.1 A formal written grievance may be advanced to the College through the appropriate Dean or **Director** by the aggrieved **faculty member** with a steward of the Association. The Association will forward a copy of any formal written grievance to Human Resources.

12.3.2 This shall be done within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time the grievor could have reasonably been expected to become aware of the incident or within 7 days of receiving a response under Article 12.2.1 above, whichever is later.

12.3.3 The written grievance shall state the alleged violation(s) and remedy(ies) sought.

12.3.4 This stage shall be considered as the official commencement of the grievance procedure. If the matter is not resolved within 7 working days it may be advanced to Stage II.

12.4 Stage II

The grievance shall be advanced by the Chief Steward of the Association or delegate to the appropriate Vice President or delegate. If the matter is not resolved within 7 working days it may be advanced to Stage III.

12.5 Stage III See also Common Agreement (LOU 3 Expedited Arbitration)

12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to a single arbitrator whose decision shall be final and binding and enforceable on all parties. Each party shall pay its own expenses and costs of arbitration and one-half of the compensation and expenses of the arbitrator.

12.5.2 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a single arbitrator and elect to take the grievance to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of 3 members. One member is to be appointed by the Association and one member by the College. The third member, who will be the Chair, will be appointed by the other 2. Failing agreement by them within 7 working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any 2 of them, made in writing, shall be final and binding on both parties. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.

- 12.5.3 The arbitration decision shall be made and transmitted to both parties within 15 working days from the date of the appointment of the arbitrator/Arbitration Board Chair.

12.6 Time Limits

- 12.6.1 The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing, not later than 7 working days from the expiration of the previous stage. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.
- 12.6.2 Extensions of the time periods in the steps shall be made only by agreement of the parties concerned.

12.7 Suspension or Dismissal

Any **faculty member** bound by this Agreement who alleges suspension or dismissal for other than proper cause, shall be entitled to have such grievance settled in accordance with the grievance procedure set forth above, commencing at Stage II.

If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties, for a final and binding determination. If such **faculty member** is found by the arbitrator to have been suspended or dismissed for other than proper cause, the arbitrator shall make an order in accordance with the Labour Relations Code.

12.8 Layoff, Recall or Severance

Any difference arising between the parties concerning the application, operation or any alleged violations of Article 11.5, (Reduction Sequence), **Article 11.7 (Notice of Layoff)**, **Article 11.8 (Transfer Process following Notice of Layoff)**, Article 11.9 (Recall), and Article 11.10, (Severance Pay), shall be settled in accordance with the grievance procedure set forth above, commencing at Stage II. If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties for final and binding determination.

12.9 Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the appropriate Vice President or delegate or the President of the Association or delegate, as the case may be, within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time when the party could have reasonably been expected to become aware of the incident, whichever is later. Where no satisfactory agreement is reached, either party may refer the dispute to the grievance procedure commencing at Stage III.

13 SELECTION AND APPOINTMENT OF DEPARTMENT LEADERS AND INSTRUCTIONAL ASSOCIATES

13.1 Posting

- 13.1.1 The appropriate Dean or Director shall initiate the selection/appointment process no less than **14 weeks** before the date of vacancy as per Article **13.2**, (Terms of Appointment).
- 13.1.2 The selection/appointment process will commence with a posting for the vacant position. The posting period will be for **3 weeks** and will close at midnight on the closing date. **A change in the 3 week** posting period requires the agreement of the **appropriate Dean or Director** and the Association. **Agreement to such a change shall not be withheld unreasonably. Where the deadline for application has been changed, all applicants shall be notified in writing.**
- 13.1.3 The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. The posting shall be available **on the College website**.
- 13.1.4 Prior to the distribution of a job posting, Human Resources shall forward a copy of the posting, including an indication as to whether the posting is to be internal or external, to the Association President for cross referencing against the previous posting for that position. The Association President must respond to Human Resources within 5 working days, if there are any concerns about the posting.
- 13.1.5 Copies of all postings with the attached job descriptions shall be maintained on file in Human Resources for future reference.
- 13.1.6 Extension of the application deadline shall be at the discretion of the appropriate Vice President for all postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.
- 13.1.7 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' Personnel Files.

13.2 Terms of Appointment

- 13.2.1 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators, shall conform to 3-year cycles that end on December 31 for Department Heads and Coordinators II and on June 30 for Assistant Department Heads, Coordinators I and Instructional Associates. Appointments that commence at unusual times will be extended so as to conform to the term cycle as referenced above.

13.2.2 Choice of Term Cycle

At least 7 months prior to the end of the current term cycle, departments may choose to change the end date of their term cycle from June 30 to December 31,

or vice-versa. Any change in the end date, and the commencement of such a change, shall be determined using the process outlined in Articles **13.3.5.2, 13.3.5.3, 13.3.5.4 and 13.3.5.5.**

- 13.2.3 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators, shall be initially for a one-year probationary period. **Faculty members** with these appointments shall be evaluated during the probationary period.
- 13.2.4 The criteria, methods and procedure to be used for the evaluation shall be established through the Joint Steering Committee as per Article 3.10.2(c), (Evaluation and Appraisal of **Faculty Members** with Responsibility Allowances), and Appendix VIII, (Guidelines for the Evaluation and Appraisal of **Faculty Members** with Responsibility Allowances).
- 13.2.5 In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. Appointments for Instructional Associates will be at least 12 months apart. At the end of the 3 year term, Instructional Associates shall return to their previous positions as **faculty members**, or may be eligible to reapply for a second term of 3 years.

The parties agree that in order to achieve the 12-month staggering referred to above, the appointment of the Instructional Associate whose term is currently scheduled to expire on December 31, 2014 **shall be extended until June 30, 2015.**

- 13.2.6 In the case of Department Heads, Assistant Department Heads and Coordinators, upon satisfactory completion of the probationary period the appointee shall be confirmed for the remainder of the term of appointment. The **faculty member** may be appointed to one further 3-year term, without evaluation, provided the selection/appointment process chosen under the terms of Article 13.5, (Appointment of Department Heads and Instructional Associates), is followed.
- 13.2.7 After completing 6 consecutive years as Department Head, Assistant Department Head or Coordinator, **faculty members** shall not be eligible to be appointed to the position they have held for a period of at least 3 years. This provision shall be waived for a Department Head, Assistant Department Head or Coordinator
- a) in departments or areas of 3 or fewer full-time equivalent **faculty members**; or
 - b) in departments where each area has 3 or fewer full-time equivalent **faculty members**.

13.3 Selection of Department Leaders

- 13.3.1 Department Heads shall be selected by election or by a selection committee.

13.3.2 Departments or areas of 3 or fewer full-time equivalent **faculty members** shall only use selection committees **to select their Department Leaders**.

13.3.3 The election procedure for Department Leaders appears in Appendix XXXV.

13.3.4 The selection committee procedure for Department Leaders appears in Appendix XXXVI.

13.3.5 Choice of Selection Method for Department Leaders

13.3.5.1 Initially, and thereafter as needed, each department or area with more than 3 full-time equivalent **faculty members** shall meet to decide which of 2 methods:

a) election, or

b) selection committee

will be used to select a **faculty member** to fulfil the responsibilities of Department Head, Assistant Department Head, Coordinator I or Coordinator II.

13.3.5.2 Such meetings shall be initiated and chaired by Association designated Stewards or delegates, who shall be responsible for administering the voting process. When necessary to cover extended shifts, more than one meeting may be called within one department or area.

13.3.5.3 All **faculty members** in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department or who are on approved leaves of absence shall be eligible to attend and vote.

13.3.5.4 Voting shall be by secret ballot of those at the meeting(s). The method receiving the higher number of votes shall be used. In case of ties, the vote shall be repeated.

13.3.5.5 The choice made under the terms of this Article shall remain in force unless changed by secret ballot of the **faculty members** concerned at a meeting called under the terms of Article **13.5, (Appointment of Department Leaders and Instructional Associates)**. Such a change requires a two-thirds majority of those voting to be effected.

13.3.5.6 There shall be a ballot on the choice of selection committee or election for each position in a department or area. The designated Steward or delegate shall inform the Association and the College of the results.

13.4 Selection of Instructional Associates

13.4.1 Instructional Associates shall be selected by selection committee.

13.4.2 The selection committee procedure for instructional Associates appears in Appendix XXXVI.

13.5 Appointment of Department Leaders and Instructional Associates

- 13.5.1 In the case of Instructional Associates, the selection committee will make its selection known to the appropriate Vice President who will make the appointment and advise the College President. In the event that the Vice President is a member of the selection committee, the recommendation for selection will be forwarded to the College President. The committee selection shall be in writing and signed by all committee members who shall each receive a copy thereof. If the Vice President is not willing to appoint the person selected, the Vice President shall meet with the selection committee and an attempt shall be made to come to an agreement. Should agreement not be reached, the position shall be immediately re-posted as per Article 13.1, (Posting). In the case of Department Heads, Assistant Department Heads or Coordinators, the selection committee chair or the chair of the election process will inform the appropriate Vice President of the selected **faculty member**. The appropriate Vice President will appoint this **faculty member** to the position.
- 13.5.2 The selection shall be in writing and signed by all selection committee members or by the chair of the election process. All signatories shall receive a copy.
- 13.5.3 If the appropriate Vice President is not willing to make the appointment, the appropriate Vice President shall meet with the selection committee or with the **faculty members** eligible to vote in the election process. An attempt shall be made to come to accord. Should accord not be reached the position shall immediately be re-posted as per Article 13.1, (Posting).

13.6 Employment Status and Time Status

- 13.6.1 An Instructional Associate, Department Head, Assistant Department Head or Coordinator must simultaneously be a full-time regular **faculty member**. **However**, an applicant does not have to be a full-time regular **faculty member**. The applicant, if appointed to the posted position, shall automatically become a full-time regular **faculty member** at the time of appointment.
- 13.6.2 Service as an Instructional Associate, Department Head, Assistant Department Head, or Coordinator shall be considered as service as a **faculty member**. The appointment as an Instructional Associate, Department Head, Assistant Department Head or Coordinator ceases when the appointee is no longer a full-time regular **faculty member**.

13.7 Instructional Workload

- 13.7.1 A Department Head shall **normally** instruct one-half of full-time.
- 13.7.2 An Instructional Associate, Assistant Department Head or Coordinator shall normally instruct **less than** full-time.
- 13.7.3 The determination of **the** actual instructional time for each **Instructor Associate, Department Head, Assistant Department Heads or Coordinator** will be made by

the appropriate Dean or Director in consultation with the individual involved in order to meet the needs of the School or Centre or department in question.

13.8 Orientation Leave

- 13.8.1 **Faculty members** when first appointed to positions under the terms of this Article shall receive a minimum of 2 full duty days of paid orientation leave to be taken as close to the commencement of their appointments as possible. Additional leave may be approved upon application.
- 13.8.2 The College and the Association shall co-ordinate the orientation and make every effort to ensure that **faculty members** are oriented to the full range of the required duties and responsibilities of their new positions. **Orientation sessions will normally include such topics as time management, leadership, effective communication skills, chairing effective meetings, governance processes, budget management and College operations.**

13.9 Acting Capacity

- 13.9.1 When it becomes necessary for the appropriate Dean or Director or their delegate to replace **faculty members** appointed as Department Heads, Assistant Department Heads and Coordinators for periods of up to 3 months, a replacement **faculty member** shall be chosen by secret ballot by those in the area or department holding current term or regular appointments.
- 13.9.2 A Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.
- 13.9.3 Article 13.9.1 does not apply to replacement during the vacation, any leave of less than one month or professional development periods of the incumbent.
- 13.9.4 With the mutual agreement of the Association and the College, a replacement **faculty member** who has been elected under the terms of Article 13.9.1 may continue in the position for periods of longer than 3 months but only if the position has been posted.
- 13.9.5 As soon as it is known that the incumbent will have to be replaced for a period of longer than 3 months the position shall be posted as per Article 13.1, (Posting).
- 13.9.6 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, 3 years after the June 30 or December 31, as appropriate, that follow the appointment.
- Any such additional time shall not be included in the determinations required by Article 13.2.7.
- 13.9.7 Notwithstanding Articles 13.9.4, 13.9.5 and 13.9.6, when an incumbent has to be replaced for a period longer than 3 months because of illness or other extenuating circumstances, and with the mutual agreement of the Association and the College, a replacement **faculty member** who has been elected under the terms of Article

13.9.1 may continue in the position for additional periods of 3 months without the position being posted. Such agreements shall be reviewed one month prior to the expiry of each 3 month appointment.

13.9.8 All service that results from the application of Article 13.9, (Acting Capacity), shall be with release time and allowances as stipulated in this Agreement.

13.9.9 Furthermore, such service shall not be included in the determinations required by Article 13.2.7.

13.10 New Department Leader or Instructional Associate Positions

13.10.1 When it becomes necessary for the appropriate Vice President or delegate to create new Instructional Associate, Department Head, Assistant Department Head or Coordinator positions, the position shall be posted as per Article 13.1, (Posting).

13.10.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, a Steward or delegate shall initiate the process as per Article 13.5, (Appointment of Department Heads and Instructional Associates).

13.10.3 The choice of selection method shall be made before the posting of such positions.

13.10.4 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, 3 years after the June 30 or December 31, as appropriate, that follows the appointment.

13.10.5 Any such additional time shall not be included in the determinations required by Article 13.2.7.

14 TECHNOLOGICAL CHANGE

14.1 Definition

"Technological change" is a change in the use of equipment or material which significantly affects the terms and conditions of employment of members of the bargaining unit or alters the basis on which this Agreement was negotiated. Layoffs caused by budget limitations, decreases in enrollment or elimination of programs shall not be interpreted as being the result of technological change.

14.2 Notice

The College shall notify the Association as far in advance as possible, in writing, of an intended technological change and its potential effect on members of the bargaining unit. Such notice shall be given at least 120 days before introducing the intended technological change and shall consist of a detailed description of the change; a proposed implementation date; the approximate number, type and location of **faculty members** likely to be affected by the change and the possible effect of working conditions and terms of employment.

14.3 Consultation

When the Association has received notice of the intended technological change, the parties to this Agreement undertake to meet within the next 30 days to discuss potential problems and attempt to reach agreement on solutions which will minimize the impact of the technological change on **faculty members** affected thereby.

14.4 Resulting Agreements

Agreements reached during discussions between the parties shall be set out in a Memorandum of Agreement which shall have the same force and effect as the provisions of this Agreement.

14.5 Notice to Faculty Members Affected

At least 90 days before introducing a technological change, **faculty members** potentially affected by the intended change shall be notified of the impending change by the College and advised of any agreements reached under Article 14.4, (Resulting Agreements) hereof.

14.6 Dispute Resolution

14.6.1 In the event the foregoing procedure does not produce agreement or should there be a dispute as to whether or not the change is, in fact, a technological change, either party may refer the matter directly to arbitration, pursuant to Article 12, (Grievance Procedure), bypassing all other steps of the Grievance Procedure.

14.6.2 The Arbitration Board shall decide whether or not the College has introduced or intends to introduce, a technological change and, upon deciding that the College has introduced, or intends to introduce, a technological change, the Arbitration Board shall inform the Minister of Labour of its finding and may then, or later, make any one or more of the following orders:

- that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
- that the College will not proceed with the technological change, for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;
- that the College re-instate any **faculty members** displaced by reason of the technological change;
- that the College pay to any re-instated **faculty member** such compensation in respect of his/her displacement as the Arbitration Board considers reasonable; and
- that the matter be referred to the Labour Relations Board per the *Labour Relations Code*.

14.7 Training

Where technological change may require additional knowledge and skill on the part of a regular **faculty member**, such regular **faculty member** shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain employment, provided the regular **faculty member** can qualify for the new work within a reasonable training period. The College agrees to pay regular **faculty members** at their prevailing rate of pay with benefits during such training period.

15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR FACULTY MEMBERS

- 15.1 At the request of the appropriate Dean or Director or upon their own request, the performance of permanent regular **faculty members** may be appraised. The performance appraisal is intended to identify the strengths and development needs of **faculty members**, improve the professional competence of **faculty members** and maintain a high degree of excellence within the College.
- 15.2 Performance appraisals of permanent regular **faculty members** shall be carried out according to Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular **Faculty Members**).
- 15.3 Performance appraisals of **faculty members** in their roles as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII, (Guidelines for the Evaluation and Appraisal of **Faculty Members** with Responsibility Allowances), established by the Joint Steering Committee.
- 15.4 In the case of the above **faculty members** (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the **faculty member** concerned. The sole purpose of these documents is to provide for appraisal and development. Neither party to this Agreement shall use or rely upon these documents as evidence in any proceedings contemplated by this Agreement.
 - 15.4.1 Performance Appraisal Files shall be kept confidential and access shall be limited to the **faculty member** concerned, Vice Presidents or their designates, who are not members of the Association. The College shall not release information contained in a **faculty member's** Performance Appraisal File to unauthorized individuals without the written consent of the **faculty member** concerned.

16 EVALUATION OF PROBATIONARY REGULAR AND TERM FACULTY MEMBERS

- 16.1** The performance of probationary regular and term **faculty members** shall be evaluated in order to determine their suitability for continued/subsequent employment.
- 16.2** Evaluations of probationary regular and term **faculty members** shall be carried out according to the attached Appendix VII, (Guidelines for the Evaluation of Term and Probationary Regular **Faculty Members**).
- 16.3** Evaluation of **faculty members** during the probationary period of appointments as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII Guidelines for the Evaluation and Appraisal of **Faculty Members** with Responsibility Allowances established by the Joint Steering Committee.
- 16.4** The evaluation reports, in writing, and duly signed by the **faculty member** and the evaluator, shall be included in the official Personnel File of the **faculty member** concerned and shall be considered by the College President, appropriate Vice President or delegate in determining whether or not subsequent offers of appointment will be made.

17 PERFORMANCE REVIEW OF PERMANENT REGULAR FACULTY MEMBERS

- 17.1** Where there are concerns regarding the performance of a regular **faculty member**, the **following steps shall be taken to address such concerns.**
- Step 1: Performance Support Committee
- 17.2** A Performance Support Committee made up of the Vice President or delegate, the faculty member and representatives of the Association and Human Resources shall meet to discuss the performance concerns.
- 17.3** If the members of the Performance Support Committee agree that an appraisal may be useful for the purpose of their discussions, an appraisal shall be conducted as promptly as possible, using the process established in Appendix VI, (Guidelines for the Performance Appraisal of Permanent Regular **Faculty Members**) except as amended by Article 17.4 below.
- 17.4** Where an appraisal is conducted, the methods of appraisal shall consist of student questionnaires and a self appraisal. The student questionnaires will be invigilated by a person mutually agreed to between the Vice President or delegate and the Association. Institutional Research will tabulate the data and return copies of the questionnaires and the data summary to the Performance Support Committee. The results of the appraisal will be used by the Performance Support Committee for the purpose of their problem solving discussions under Article 17.2, and shall not be used for any other purpose.

- 17.5** The Performance Support Committee shall determine if a plan of action is necessary, and if so shall endeavour to agree upon a plan of action to remedy the concerns and a timeline for completion of that plan. This stage shall not last more than 5 duty days but may be extended with the mutual agreement of the parties. If agreement is reached, it shall be in writing and signed by all **members of the Performance Support Committee**. If agreement cannot be reached on the terms of the action plan, or if the action plan does not remedy the performance concerns, the matter shall be referred to a Performance Review Committee.

Step 2: Performance Review Committee

- 17.6** The Performance Review Committee shall consist of the nominee of the appropriate Vice President, as chair, a **faculty member** from the same or related area chosen by the **faculty member** being reviewed, a **faculty member** from outside the department or area named by the Association and a **faculty member from the same or related area elected** by the members of the department or area by secret ballot. The Performance Review Committee shall not include a person who intends to make a submission to the Performance Review Committee.
- 17.7** The Vice President or delegate shall provide the Performance Review Committee with a summary of the performance concern(s) discussed by the Performance Support Committee, a copy of any action plan that was prepared under Article 17.5, and the outcome of such action plan. The summary will also be distributed to the members of the Performance Support Committee.
- 17.8** The Performance Review Committee shall conduct a summative evaluation of the faculty member's performance. The Performance Review Committee shall solicit and receive written and signed submissions from the faculty member concerned and from others who have observed the faculty member's performance. Where instructional competence is the concern, each member of the Performance Review Committee shall make at least one independent observation of the performance of the faculty member concerned. Two of the independent observations shall be unannounced and the remainder with 3 duty days' notice. There shall be a minimum of 4 observations in total.
- 17.9** To ensure impartiality, consistency and confidentiality, all submissions, classroom observations, reports and minutes of Performance Review Committee meetings, etc. shall be placed in an Evaluation File **together with the materials described in Article 17.7**. The Evaluation File shall not contain any **other** written submission or report predating the formation of the Performance Review Committee. Only the **faculty member** concerned and **the** members of the Performance Review Committee shall have access to the Evaluation File during the proceedings of the Performance Review Committee. The **faculty member** shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.
- 17.10** All discussions and information pertaining to the proceedings of the Performance Review Committee shall be held in the strictest confidence.

- 17.11 The **Performance Review Committee** shall submit a report of its findings, without recommendation, to the appropriate Vice President within 2 months of being officially constituted. This time period may be **adjusted** with the mutual agreement of the **College and the Association**.
- 17.12 The report of the **Performance Review Committee** shall be based only **upon** the materials in the Evaluation File and upon the criteria **for evaluation described in Appendix VII (Guidelines for the Evaluation of Term and Probationary Regular Faculty Members)**.
- 17.13 The **Performance Review Committee** shall also consider any extenuating circumstances relating to the concerns which may have affected the performance of the **faculty member**.
- 17.14 The **faculty member** concerned shall receive a copy of the report of the **Performance Review Committee** duly signed by all members at least 10 working days in advance of its formal submission to the appropriate Vice President to allow the **faculty member** concerned the opportunity to make a written response to the **Performance Review Committee**. **Any written response shall be included in the Evaluation File**.
- 17.15 The report(s) of the **Performance Review Committee** shall be included in the Evaluation File of the **faculty member** concerned. The contents of the Evaluation File shall be included in the official Personnel File of the **faculty member** and shall be considered by the College President in determining an appropriate course of action.

18 DISCIPLINE, SUSPENSION AND DISMISSAL

(See Common Agreement, Article 3.2.6)

- 18.1 The Association acknowledges the right of the College to discipline, suspend or dismiss **faculty members** for just cause.
 - 18.1.1 The College shall advise the **faculty member** and the Association in advance that a meeting is intended to be disciplinary or has the potential for discipline and will advise the **faculty member** of their right to have a witness or a Steward present. Where a meeting, without notice, becomes a disciplinary meeting, the College will inform the **faculty member** of their right to temporarily adjourn the meeting and to arrange for a witness or a Steward of the Association to be present.
- 18.2 **Unsatisfactory Performance**
 - 18.2.1 Suspension or dismissal of a regular **faculty member** for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service.
 - 18.2.2 Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a performance review committee pursuant to Article 17, **(Performance Review of Permanent Regular Faculty Members)**.

18.3 Suspension

- 18.3.1 In accordance with the *College and Institute Act*, the President may suspend an **faculty member** for just cause.
- 18.3.2 Prior to exercising the power of suspension, the President shall inform both the **faculty member** concerned and the Association, in writing, giving the reasons for the suspensions and shall immediately report the action to the College Board.

18.4 Dismissal

- 18.4.1 The College may dismiss a **faculty member** for just cause.
- 18.4.2 At the time of a dismissal, the President shall inform both the **faculty member** concerned and the Association in writing, giving the reasons for the dismissal.

18.5 Appeal of Suspension and Dismissal

- 18.5.1 The **faculty member**, in accordance with the *College and Institute Act*, may appeal the suspension or dismissal to the College Board.
- 18.5.2 The College may pay salary to a **faculty member** and continue benefit coverage during a period of suspension. Upon being suspended without pay, the **faculty member** may immediately exercise the option of continuing medical and insurance benefits by payment of the necessary premiums, both **faculty member** and employer shares.
- 18.5.3 A **faculty member** who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7, (Suspension or Dismissal).

19 PERSONNEL FILES

- 19.1 There shall be one official Personnel File maintained in Human Resources for every regular, term and auxiliary **faculty member**.
- 19.2 Personnel Files will be kept confidential and access will be limited to the College President or delegate, the Executive Director, Human Resources, Human Resources employees, appropriate Vice Presidents or their respective designates who are not members of the Association acting on their behalf. The College shall not release information contained in a **faculty member's** Personnel File to unauthorized individuals without the written consent of the **faculty member** concerned.
- 19.3 During normal working hours and in the presence of an excluded employee of Human Resources, every **faculty member** has the right of access to their Personnel File alone or accompanied by the President of the Association or their delegate. Upon request, the **faculty member** is entitled to a copy of any material in the Personnel File.
- 19.4 The **faculty member** shall be provided, at the time of filing, with a copy of each document that is to be placed in the **faculty member's** Personnel File. Each document shall be filed within a reasonable period of time after the occurrence of the incident giving rise to the document.
- 19.4.1 Each such document directed to the official Personnel File which constitutes disciplinary action or might be the basis of disciplinary action shall be signed by the **faculty member** as evidence that a copy has been received. The **faculty member's** signature does not indicate agreement with the contents of the document.
- 19.4.2 Refusal on the part of the **faculty member** to sign such documents shall not preclude their placement in the Personnel File. In the event of such refusal, the College shall provide the Association with a copy of the document and the Association shall acknowledge receipt.
- 19.4.3 The appropriate Vice President or delegate shall inform the **faculty member** that such material is to be placed in the Personnel File and the **faculty member** is entitled to respond, in writing, to documents placed in the Personnel File at the time of filing.
- 19.4.4 The **faculty member's** written response shall be made within a reasonable period after the document has been filed and shall also be placed in the **faculty member's** Personnel File.

- 19.5** A **faculty member** who disputes any entry on their Personnel File shall be entitled to recourse through the grievance procedure and the eventual resolution shall become part of their Personnel File. Any such disputed document shall be removed from their Personnel File after the expiration of 24 months from the date it was issued provided there has not been a further infraction of a similar nature.

20 TRANSFERS AND SECONDMENTS

20.1 Temporary Transfer / Secondments

- 20.1.1 **Faculty members** who have received an offer of temporary transfer/secondment outside of the bargaining unit shall be, for the period of transfer/secondment, as a minimum, under the terms and conditions of this Agreement except as specified herein.
- 20.1.2 The hours of work may vary from those specified in this Agreement.
- 20.1.3 **Faculty members** on transfer/secondment shall, upon their return, be entitled to return to the same position within the bargaining unit that they would have held had the transfer/secondment not occurred.
- 20.1.4 In the event of necessary **faculty member** reduction, pursuant to Article 11, (Reduction, **Recall and Severance Pay**), the transferred/seconded **faculty member** shall be covered by the provisions of Article 11, (Reduction, **Recall and Severance Pay**).

20.2 Return from Administrative Position

Regular **faculty members** who have filled administrative positions in the College outside the scope of this Agreement shall, at their discretion or the discretion of the College, upon completion of a maximum of 2 years in the administrative position, have the option of returning to their former instructional assignment if that assignment is still available, or to another instructional assignment. Such return shall be subject to 4 months notice by either party. Upon their return to such instructional assignments, duty time worked in the administrative position(s) shall be considered as if they had been regular **faculty members**.

21 RETIREMENT

Faculty members shall retire in accordance with the provisions of the *Public Sector Pension Plans Act*. **Faculty members'** dates of retirement shall coincide with the end of the College year, the College term or the working assignment. Arrangements for retirement must be concluded by the **faculty members** with the appropriate Vice President at least 6 months in advance of the applicable retirement date.

22 RETIREMENT INCENTIVE

In each fiscal year during the life of the 2014-2019 collective agreement, the College shall make available to eligible faculty members five (5) full-time equivalent retirement incentives. The College may offer to a **faculty member** or a **faculty member** may request a retirement incentive **as** described herein, provided the **faculty member** meets the **eligibility** criteria **set out below**. The Association shall be advised in writing of any **retirement incentive** offer made to a **faculty member**.

22.1 Eligibility

A **faculty member** who possesses the following qualifications shall be eligible for a retirement incentive:

- a) is a permanent regular **faculty member** at the time of retirement;
- b) is **eligible for a pension under the College Pension Plan**;
- c) has a minimum of 10 years contributory service under the Public Sector Pension Plans Act or as a permanent regular **faculty member** with the College;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

22.2 Selection Criteria

In considering applications for a retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, **applicants with the greater combination of age and seniority shall be given preference**.

22.3 Application and Agreement

- a) **The College and the Association shall meet to design an application and selection process for retirement incentives.**
- b) Application is voluntary. A **faculty member** who wishes to be considered for a retirement incentive shall do so in keeping with the procedures and dates described in the College's "letter of interest" sent to eligible **faculty members**. Such application would then be considered a standing application for the following 12 month period. The Association shall be advised in writing of all applications made by **faculty members**.
- c) A **faculty member** has the right to accept or decline a retirement incentive offer made by the College within 30 days of the offer being proposed unless that period is extended by mutual agreement.
- d) In the event of acceptance of an offer of a retirement incentive, a **faculty member's** date of retirement shall be effective on a date mutually agreed

upon between the **faculty member** and the appropriate Vice President. All earned vacation entitlements (other than the "banked" 11 day credit preserved by some **faculty members**) shall be utilized prior to the date of retirement.

- e) The individual retirement incentive agreement shall be in writing and shall specify the retirement date, the specific dollar amount of the incentive **and the payment date**. The Association shall be copied on all agreements.

22.4 Retirement Incentive and Reduction Sequence

- a) Where it is deemed possible to offset the impact of Article 11.5, (Reduction Sequence), through the offering of a retirement incentive to a **faculty member** (who qualifies as per Article 22.1, (Eligibility), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular **faculty member**.
- b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3, (Application and Agreement).
- c) Notwithstanding the possibility of effecting a retirement, advance notification of layoff or transfer pursuant to Article 11, (Reduction, **Recall and Severance Pay**) may be given to the affected regular **faculty member** while the **faculty member** to whom a retirement incentive has been offered is considering that offer.

22.5 Retirement Incentive Amount

The amount of a full-time equivalent retirement incentive shall be \$45,000, less deductions required by law. This amount shall be prorated for eligible part-time faculty members, based on the percentage of the faculty member's part-time regular appointment.

The College will structure each incentive payment in accordance with the retiring faculty member's lawful instructions, subject to the College's statutory obligations.

22.6 Protection of Medical Benefit Coverage

Retiring **faculty members** not immediately commencing receipt of a College pension may elect to continue their Basic Medical, Extended Health and Dental benefit coverage* through the College during the period preceding receipt of pension, but in any event, not longer than 5 years following retirement, provided that:

- i) written notification of the intent to continue these benefits is provided to Human Resources 6 weeks prior to date of early retirement;
- ii) the individual maintains B.C. residency; and

iii) the participant prepays all premium costs.

* Coverage for retirees will be under a separate group at a reduced level and may be subject to a higher premium.

22.7 Financial Counselling

Each **faculty member** who is offered a retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each **faculty member** will be free to schedule these consultations in whatever manner is most beneficial or convenient to that **faculty member**.

In addition, each **faculty member** who is offered a retirement incentive is eligible to attend one of several College-sponsored pre-retirement planning workshops held annually.

23 HUMAN RIGHTS

The College and the Association agree that the provisions of section 13 (**Discrimination in Employment**) of the *Human Rights Code* apply as though in, and forming part of, this Agreement. Further, the parties agree that there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, the following factors shall not constitute reasonable cause: personal lifestyle, sexual orientation, psychological problems unrelated to job performance, number of dependents, participation in the Association, participation in community or political affairs, creed, and parental status.

24 SEXUAL AND PERSONAL HARASSMENT

(See **also** Common Agreement, Article 2 **and** LOU 4)

24.1 The parties agree that the College will follow the procedures in Articles 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 23, (Human Rights), in respect of personal harassment. **Faculty members** are encouraged to make use of the services and processes available within the College to informally resolve complaints. It is acknowledged that the use of informal services and processes within the College is voluntary.

24.2 The procedures in Article 2, (Harassment of the Common Agreement), do not restrict:

- a) the Employer's right to take disciplinary action; and
- b) the Association's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

- 24.3** The College shall provide all **faculty members** a work environment free from sexual and personal harassment. **Faculty members** have the right to be free from sexual and personal harassment.
- 24.4** As part of its commitment to providing an environment free of sexual and personal harassment, the College will provide the opportunity for all new and existing term and regular **faculty members** to attend a workshop on the College Human Rights Policy as part of their assigned duty. All **faculty members** are expected to attend this workshop. Failure to attend this workshop will not be advanced as a defence to a complaint of harassment filed against the **faculty member**.
- 24.5** Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, sexual harassment is defined as follows:
- unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted;
 - unwanted physical contact such as touching, patting, pinching or punching;
 - implied or expressed promise of reward for complying with a sexually oriented request;
 - implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request;
 - the display of pornographic material; or
 - remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
- 24.6** Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, personal harassment is defined as follows:
- physical threat, intimidation or assault or unwelcome physical contact such as touching, patting, pinching and punching;
 - unwelcome behaviour or comment that is directed at, or offensive to any **faculty member** that demeans, belittles, causes personal humiliation or embarrassment to that **faculty member** or any **faculty members**;
 - implied or expressed promise of reward or threat of reprisal or the denial of opportunity for refusal to comply with a request which is unrelated to a **faculty member's** assigned duties; or
 - the improper use of power and authority inherent in the position held, to endanger a **faculty member's** position, threaten the economic livelihood of

the **faculty member** or in any way interfere with or influence the career of such **faculty member**.

25 PERSONAL HEALTH AND SAFETY

25.1 No **faculty member** shall be disciplined or suffer a loss in pay for refusing to perform an assigned duty where the refusal is based on a reasonable apprehension of danger for the **faculty member's** personal health and safety.

25.1.1 Where the **faculty member** has refused to perform an assigned duty because of a reasonable concern for their health and safety, the concern or situation shall be investigated and resolved by:

- a) the **faculty member** and the **faculty member's** Dean or Director, or if the matter cannot be resolved to the satisfaction of the **faculty member**,
- b) the **faculty member's** representative on the appropriate Occupational Health and Safety Committee and the Occupational Health and Safety **Coordinator**, or
- c) the Occupational Health and Safety **Coordinator** and such regulatory inspectors as **are** deemed necessary.

25.2 The College shall make all reasonable provision for the occupational health and safety of **faculty members**.

Faculty members have the right to be informed of any known risk to their health and safety.

Faculty members have the right to know when they are exposed to a risk of violence in the work place. The employer shall inform **faculty members** of risk from persons known to have a history of violent behaviour and whom **faculty members** are likely to encounter in the course of their work.

Faculty members have the right to remove themselves from any situation, if they have reasonable grounds to believe there is an immediate threat of violence to themselves until a risk assessment is completed in accordance with the WCB regulations.

A **faculty member** who takes action as outlined above, must report the fact to the appropriate supervisor as soon as possible, along with relevant details. The College shall investigate without delay and take remedial action or conduct a risk assessment in accordance with WCB regulations or inform the **faculty member** that the work is not unsafe within the guidelines set out in the *Workers' Compensation Act*.

Note: On the matters outlined above, the *Workers' Compensation Act* contains a right to appeal a decision of the employer to the WCB.

25.3 Industrial First Aid Certificate

- 25.3.1 Where the College requires **faculty members** to obtain, renew or upgrade Industrial First Aid Certificates, any fees, tuition or costs of course material shall be borne by the College and the **faculty members** shall be granted paid leave to take such training.
- 25.3.2 Where the College requires **faculty members** to be designated Industrial First Aid Attendants, the **faculty member** shall be paid a stipend in recognition of being a designated Attendant.

25.4 Occupational Health and Safety Committee

- 25.4.1 The College undertakes to establish and maintain an Occupational Health and Safety Committee at each campus in keeping with the *Industrial Health and Safety Regulations* of the Workers' Compensation Board and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations. The College will post the names, home campuses and telephone locals of the Committee members in a conspicuous place or places where they are likely to come to the attention of faculty members.
- 25.4.2 There shall be no less than 2 representatives of the Association at each campus on said Committee.
- 25.4.3 Any **faculty member** who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.
- 25.4.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.
- 25.4.5 The Occupational Health and Safety Committee has the right to inspect health and safety conditions in accordance with the *Workers' Compensation Act* and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters. The Committee has the right to review employer records considered relevant to the health and safety concerns, exclusive of medical or Personnel Files.
 - 25.4.5.1 The Committee shall be notified of each incident, complaint or concern regarding health and safety and shall investigate and report in writing on the nature and cause of each.
 - 25.4.5.2 Both the Association and the College shall receive copies of any minutes, reports or correspondence pertaining to the Committee or its operation.
- 25.4.6 The Occupational Health and Safety Committee will post in each classroom notices regarding emergency procedures and phone numbers.

25.5 Health and Safety Apparel and Equipment

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

25.6 Working Alone or in Isolation Procedures

The College will ensure that a current copy of its Working Alone or in Isolation Procedures is provided to each current and new **faculty member**. The College will make training available regarding such Procedures.

26 OFFICE SPACE

The College acknowledges that there is a need for additional office space for **faculty members** and will make a reasonable effort to provide such space in any future expansion of the College facilities or their annexes.

27 LIABILITY INSURANCE

27.1 The College shall maintain, for its own benefit and, to the extent it does so, for the benefit of the Association and its members:

- a) the College's Self-Insured Comprehensive General Liability Coverage under the University, College and Institute Protection Program, including the extension of general liability coverage thereunder to administrators, faculty or other employees to the extent liability arises from activities in connection with the College; or
- b) such similar general liability insurance as it may obtain from time to time.

27.2 To the extent that such coverage is available, the College shall:

- a) exempt and save harmless each current and former **faculty member** from any liability action arising from the proper performance of duties for the College; and
- b) assume all costs, legal fees and other expenses arising from any such action.

28 RIGHTS OF EMPLOYER

Any rights of the Employer which are not specifically mentioned in this Agreement and which are not contrary to its terms shall continue in full force and effect for the duration of this Agreement, always provided that such rights shall be exercised fairly, reasonably and in good faith.

29 CRIMINAL RECORDS CHECK

- 29.1** The College will, only with the written authorization of the **faculty member**, notify the Association when the College has received notice that a criminal records check reveals that a **faculty member** has been charged with or convicted of a “relevant offence” under the *Criminal Records Review Act*.
- 29.2** When a criminal records check has the potential to negatively impact a **faculty member’s** employment status, the College will advise the **faculty member** of their right to Association representation, and further advise that the **faculty member’s** written authorization is required to enable Association representation to deal with the potential negative impact on the **faculty member’s** employment status.

30 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. Every faculty **member** is entitled to exercise academic freedom in the performance of their duties. Academic freedom is the freedom to examine, question, teach and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:


- a) Freedom in the conduct of teaching;
- b) Freedom in undertaking research and making public the results thereof;
- c) Freedom from institutional censorship.

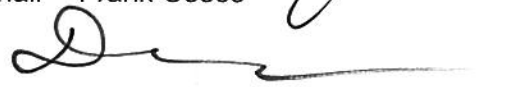
Academic freedom carries with it the duty to use that freedom in a responsible way, respecting the rights and dignity of others, and in a manner consistent with the scholarly obligation to base teaching and research in an honest search for knowledge and the obligation to follow the curriculum requirements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

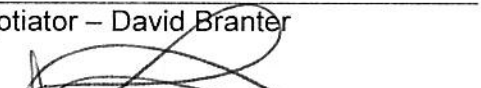
IN WITNESS WHEREOF the Board of Vancouver Community College has caused the name and seal of Vancouver Community College to be affixed hereto in the presence of the Chair of the Vancouver Community College Board and the College President and the Association has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written below.

SIGNED, SEALED AND DELIVERED
BY THE ASSOCIATION, in the
presence of:

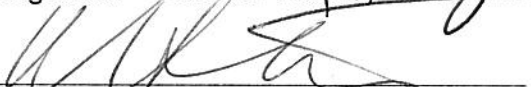

President – Karen Shortt

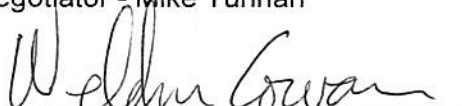

Chair – Frank Coseo


Negotiator – David Branter



Negotiator – John Demeulemeester

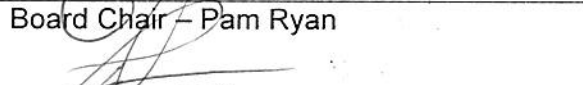

Negotiator – Lorraine Rennby

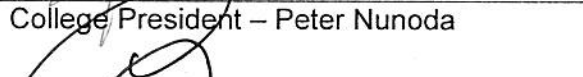

Negotiator – Mike Tunnah

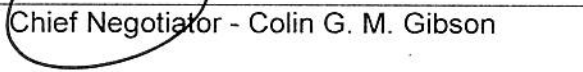

FPSE Staff Representative – Weldon
Cowan

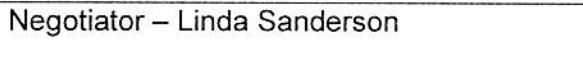
THE NAME AND SEAL OF VANCOUVER
COMMUNITY COLLEGE WAS
HEREUNTO AFFIXED in the presence of:

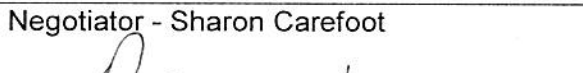

Board Chair – Pam Ryan



College President – Peter Nunoda

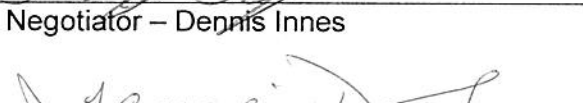

Chief Negotiator – Colin G. M. Gibson

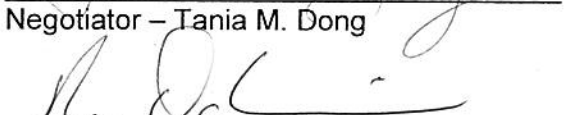

Negotiator – Linda Sanderson


Negotiator – Sharon Carefoot


Negotiator – Debbie Sargent


Negotiator – Dennis Innes


Negotiator – Tania M. Dong


PSEA Chair Board of Directors – Roy
Daykin

This 7th day of December, 2016 in the City of Vancouver in the Province of British
Columbia.

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APPENDIX I
SALARY SCHEDULE AS OF APRIL 1, 2014

Step	Annual Salary	Per Diem (Annual /201 days)	Per Diem Hourly Rate (Annual /201 days / 5 hours)	Bi-Weekly (Annual /26.1 Pay Periods)
April 1, 2014 to April 11, 2015				
1	\$86,611	\$430.90	\$86.1801	\$3,318.43
2	\$81,136	\$403.66	\$80.7323	\$3,108.66
3	\$75,577	\$376.00	\$75.2010	\$2,895.67
4	\$72,485	\$360.62	\$72.1244	\$2,777.20
5	\$69,829	\$347.41	\$69.4816	\$2,675.44
6	\$67,175	\$334.20	\$66.8408	\$2,573.75
7	\$64,519	\$320.99	\$64.1980	\$2,471.99
8	\$61,864	\$307.78	\$61.5562	\$2,370.27
9	\$59,209	\$294.57	\$58.9144	\$2,268.54
10	\$56,554	\$281.36	\$56.2726	\$2,166.82
11	\$53,900	\$268.16	\$53.6318	\$2,065.13
April 12, 2015 to February 13, 2016¹				
1	\$87,477	\$435.21	\$87.0419	\$3,351.61
2	\$81,947	\$407.70	\$81.5397	\$3,139.73
3	\$76,333	\$379.77	\$75.9530	\$2,924.64
4	\$73,210	\$364.23	\$72.8456	\$2,804.98
5	\$70,527	\$350.88	\$70.1764	\$2,702.18
6	\$67,847	\$337.55	\$67.5092	\$2,599.50
7	\$65,164	\$324.20	\$64.8400	\$2,496.70
8	\$62,483	\$310.86	\$62.1718	\$2,393.98
9	\$59,801	\$297.52	\$59.5036	\$2,291.23
10	\$57,120	\$284.18	\$56.8354	\$2,188.51
11	\$54,439	\$270.84	\$54.1682	\$2,085.79

Step	Annual Salary	Per Diem (Annual /201 days)	Per Diem Hourly Rate (Annual /201 days / 5 hours)	Bi-Weekly (Annual /26.1 Pay Periods)
February 14, 2016 to April 9, 2016¹				
1	\$87,871	\$437.17	\$87.4338	\$3,366.70
2	\$82,316	\$409.53	\$81.9065	\$3,153.87
3	\$76,676	\$381.47	\$76.2945	\$2,937.78
4	\$73,539	\$365.87	\$73.1731	\$2,817.59
5	\$70,845	\$352.46	\$70.4925	\$2,714.37
6	\$68,152	\$339.06	\$67.8129	\$2,611.19
7	\$65,457	\$325.66	\$65.1313	\$2,507.93
8	\$62,764	\$312.26	\$62.4517	\$2,404.75
9	\$60,070	\$298.86	\$59.7711	\$2,301.53
10	\$57,377	\$285.46	\$57.0915	\$2,198.35
11	\$54,684	\$272.06	\$54.4119	\$2,095.17
April 10, 2016 to February 11, 2017¹				
1	\$88,310	\$439.35	\$87.8706	\$3,383.52
2	\$82,728	\$411.58	\$82.3164	\$3,169.66
3	\$77,059	\$383.38	\$76.6756	\$2,952.45
4	\$73,907	\$367.70	\$73.5393	\$2,831.69
5	\$71,199	\$354.22	\$70.8448	\$2,727.93
6	\$68,493	\$340.76	\$68.1522	\$2,624.25
7	\$65,784	\$327.28	\$65.4567	\$2,520.46
8	\$63,078	\$313.82	\$62.7642	\$2,416.78
9	\$60,370	\$300.35	\$60.0697	\$2,313.03
10	\$57,664	\$286.89	\$57.3771	\$2,209.35
11	\$54,957	\$273.42	\$54.6836	\$2,105.63

Step	Annual Salary	Per Diem (Annual /201 days)	Per Diem Hourly Rate (Annual /201 days / 5 hours)	Bi-Weekly (Annual /26.1 Pay Periods)
February 12, 2017 to April 8, 2017^{1, 2, 3}				
1	\$89,193	\$443.75	\$88.7494	\$3,417.36
2	\$83,555	\$415.70	\$83.1396	\$3,201.35
3	\$77,830	\$387.21	\$77.4424	\$2,981.98
4	\$74,646	\$371.37	\$74.2747	\$2,860.00
5	\$71,911	\$357.77	\$71.5532	\$2,755.21
6	\$69,178	\$344.17	\$68.8338	\$2,650.50
7	\$66,442	\$330.56	\$66.1113	\$2,545.66
8	\$63,709	\$316.96	\$63.3918	\$2,440.95
9	\$60,974	\$303.35	\$60.6703	\$2,336.16
10	\$58,241	\$289.75	\$57.9509	\$2,231.44
11	\$55,507	\$276.15	\$55.2304	\$2,126.69
April 9, 2017 to February 10, 2018^{1, 3}				
1	\$89,639	\$445.97	\$89.1931	\$3,434.45
2	\$83,973	\$417.78	\$83.5553	\$3,217.36
3	\$78,219	\$389.15	\$77.8296	\$2,996.89
4	\$75,019	\$373.23	\$74.6461	\$2,874.30
5	\$72,271	\$359.55	\$71.9110	\$2,768.99
6	\$69,524	\$345.89	\$69.1779	\$2,663.75
7	\$66,774	\$332.21	\$66.4418	\$2,558.39
8	\$64,027	\$318.54	\$63.7088	\$2,453.15
9	\$61,279	\$304.87	\$60.9737	\$2,347.84
10	\$58,532	\$291.20	\$58.2406	\$2,242.60
11	\$55,784	\$277.53	\$55.5066	\$2,137.32

Step	Annual Salary	Per Diem (Annual /201 days)	Per Diem Hourly Rate (Annual /201 days / 5 hours)	Bi-Weekly (Annual /26.1 Pay Periods)
February 11, 2018 to April 7, 2018^{1, 2, 3}				
1	\$90,535	\$450.43	\$90.0850	\$3,468.79
2	\$84,813	\$421.95	\$84.3908	\$3,249.53
3	\$79,001	\$393.04	\$78.6079	\$3,026.86
4	\$75,769	\$376.96	\$75.3925	\$2,903.05
5	\$72,993	\$363.15	\$72.6301	\$2,796.68
6	\$70,219	\$349.35	\$69.8697	\$2,690.39
7	\$67,442	\$335.53	\$67.1063	\$2,583.98
8	\$64,668	\$321.73	\$64.3459	\$2,477.69
9	\$61,891	\$307.92	\$61.5834	\$2,371.32
10	\$59,117	\$294.12	\$58.8230	\$2,265.03
11	\$56,345	\$280.31	\$56.0616	\$2,158.70
April 8, 2018 to February 9, 2019^{1, 3}				
1	\$90,988	\$452.68	\$90.5355	\$3,486.14
2	\$85,237	\$424.06	\$84.8128	\$3,265.78
3	\$79,396	\$395.00	\$79.0009	\$3,041.99
4	\$76,148	\$378.85	\$75.7695	\$2,917.56
5	\$73,358	\$364.97	\$72.9933	\$2,810.66
6	\$70,570	\$351.10	\$70.2191	\$2,703.84
7	\$67,779	\$337.21	\$67.4418	\$2,596.90
8	\$64,991	\$323.34	\$64.6676	\$2,490.07
9	\$62,201	\$309.46	\$61.8914	\$2,383.17
10	\$59,413	\$295.59	\$59.1172	\$2,276.35
11	\$56,624	\$281.71	\$56.3419	\$2,169.49

Step	Annual Salary	Per Diem (Annual /201 days)	Per Diem Hourly Rate (Annual /201 days / 5 hours)	Bi-Weekly (Annual /26.1 Pay Periods)
February 10, 2019 to March 31, 2019^{1, 2, 3}				
1	\$91,898	\$457.20	\$91.4408	\$3,521.00
2	\$86,089	\$428.30	\$85.6609	\$3,298.44
3	\$80,190	\$398.95	\$79.7909	\$3,072.41
4	\$76,910	\$382.64	\$76.5272	\$2,946.74
5	\$74,092	\$368.62	\$73.7232	\$2,838.77
6	\$71,276	\$354.61	\$70.9212	\$2,730.88
7	\$68,457	\$340.58	\$68.1162	\$2,622.87
8	\$65,641	\$326.57	\$65.3143	\$2,514.97
9	\$62,823	\$312.55	\$62.5103	\$2,407.00
10	\$60,007	\$298.54	\$59.7083	\$2,299.11
11	\$57,190	\$284.53	\$56.9054	\$2,191.18

Notes:

The College agrees to pay all **faculty members** bi-weekly. All **faculty members** shall be paid by direct deposit.

Bi-weekly Rate = Annual Salary ÷ 26.1

Per Diem Rate = Annual Salary ÷ 201 days and Per Diem Hourly Rate further ÷ 5 hours

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

²See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

Department Leader Allowance	Annual	Bi-Weekly
April 1, 2014 to April 11, 2015		
Instructional Associate	\$6,719	\$257.43
Department Head	\$3,077	\$117.89
Assistant Department Head and Coordinator II	\$1,978	\$75.79
Coordinator I	\$985	\$37.74
April 12, 2015 to February 13, 2016¹		
Instructional Associate	\$6,786	\$260.00
Department Head	\$3,108	\$119.08
Assistant Department Head and Coordinator II	\$1,998	\$76.55
Coordinator I	\$995	\$38.12
February 14, 2016 to April 9, 2016¹		
Instructional Associate	\$6,817	\$261.19
Department Head	\$3,122	\$119.62
Assistant Department Head and Coordinator II	\$2,007	\$76.90
Coordinator I	\$999	\$38.28
April 10, 2016 to February 12, 2017¹		
Instructional Associate	\$6,851	\$262.49
Department Head	\$3,138	\$120.23
Assistant Department Head and Coordinator II	\$2,017	\$77.28
Coordinator I	\$1,004	\$38.47
February 13, 2017 to April 8, 2017^{1, 2, 3}		
Instructional Associate	\$6,920	\$265.12
Department Head	\$3,169	\$121.43
Assistant Department Head and Coordinator II	\$2,037	\$78.05
Coordinator I	\$1,014	\$38.85
April 9, 2017 to February 10, 2018^{1 3}		
Instructional Associate	\$6,954	\$266.44
Department Head	\$3,185	\$122.04
Assistant Department Head and Coordinator II	\$2,047	\$78.44
Coordinator I	\$1,019	\$39.05
February 11, 2018 to April		

7, 2018^{1, 2, 3}		
Instructional Associate	\$7,024	\$269.11
Department Head	\$3,217	\$123.26
Assistant Department Head and Coordinator II	\$2,068	\$79.23
Coordinator I	\$1,029	\$39.44
April 8, 2018 to February 9, 2019^{1 3}	\$7,059	\$270.45
Instructional Associate	\$3,233	\$123.88
Department Head	\$2,078	\$79.62
Assistant Department Head and Coordinator II	\$1,034	\$39.63
Coordinator I		
February 10, 2019 to March 31, 2019^{1, 2, 3}		
Instructional Associate	\$7,129	\$273.16
Department Head	\$3,265	\$125.11
Assistant Department Head and Coordinator II	\$2,099	\$80.42
Coordinator I	\$1,045	\$40.03

Notes:

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of ratification of the collective agreement (whichever is later).

²See below for Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

APPENDIX II AREAS

Process for Establishing and Revising Areas

Pursuant to Article 4.2 and Appendix XVII, a mutually agreed process developed by the parties for establishing or revising the areas in a School, Centre or Instructional Service Department is available through the VCCFA, the area's Dean or Director or Human Resources.

Note: The Areas listed in Appendix II are current as of **April 1, 2015**.

Instructional Service Departments	
Departments	Areas
Counselling Services	<ul style="list-style-type: none">• Counselling
Disability Services	<ul style="list-style-type: none">• Disability Counsellor

Library, Teaching & Learning Services	
Departments	Areas
Learning Centre	<ul style="list-style-type: none">• Learning Centre
Library Services	<ul style="list-style-type: none">• Library Public Services• Library Technical Services• Library Systems

School of Trades, Technology & Design	
Departments	Areas
Automotive Collision Repair	<ul style="list-style-type: none"> Automotive Collision Automotive Refinishing / Preparation
Automotive Service Technician	<ul style="list-style-type: none"> Automotive Service Technician
Heavy Duty Commercial Transport	<ul style="list-style-type: none"> Heavy Duty Commercial Transport
Computer Aided Design (CAD) & Building Information Modeling (BIM) Technologies	<ul style="list-style-type: none"> Architectural Civil/Structural Steel Detailing
Digital Graphic Design	<ul style="list-style-type: none"> Web Design Print Design and Communications
Hair Design/Esthetics	<ul style="list-style-type: none"> Esthetics Hair Design
Jewellery Art & Design	<ul style="list-style-type: none"> Jewellery Art & Design

School of Arts & Science	
Departments	Areas
American Sign Language (ASL) & Deaf Studies	<ul style="list-style-type: none"> American Sign Language (ASL) & Deaf Studies
Basic Education	<ul style="list-style-type: none"> Basic Education
College & Career Access	<ul style="list-style-type: none"> Access to Careers & Education (ACE) Program Adult Basic Education (ABE) Youth Adult Basic Education (ABE) Computer Lab English & Social Sciences Math & Science
Community & Career Education	<ul style="list-style-type: none"> Food Service Careers General Skills Community and Career Education (CACE)
Deaf & Hard of Hearing	<ul style="list-style-type: none"> American Sign Language (ASL) for Deaf & Hard of Hearing English / Numeracy Upgrading

	<ul style="list-style-type: none"> • Job Readiness • Speechreading / Oral Language
English as an Additional Language	<ul style="list-style-type: none"> • English as an Additional Language (EAL) • English as an Additional Language (EAL) – University Transfer (UT) • Teaching English as a Second Language (TESOL)
Humanities	<ul style="list-style-type: none"> • Economics • Economics – University Transfer (UT) • English Literature / Reading & Study Skills / Writing Skills • English – University Transfer (UT) • First Nations Ingenious Studies (UT) • Geography – University Transfer (UT) • Law • Psychology • Psychology – University Transfer (UT) • Sociology – University Transfer (UT)
Language Instruction for Newcomers to Canada (LINC)	<ul style="list-style-type: none"> • English as an Additional Language (EAL)
Mathematics	<ul style="list-style-type: none"> • Mathematics • Mathematics – University Transfer (UT)
Music	<ul style="list-style-type: none"> • Academic – Bachelor of Applied Music • Academic – Music Diploma • Academic – Dance Diploma • Skills – Dance Diploma • Ensembles – Bachelor of Applied Music • Ensembles – Music Diploma • Entrepreneurial Skills for Dance • Individual Instruction (Instrument / Vocal) – Bachelor of Applied Music • Individual Instruction (Instrument / Vocal) – Music Diploma • Orff Teacher Training • Skills – Bachelor of Applied Music • Skills – Music Diploma
Science	<ul style="list-style-type: none"> • Anatomy & Physiology – University Transfer (UT) • Biology • Biology – University Transfer (UT) • Chemistry • Chemistry – University Transfer (UT) • Physics • Physics – University Transfer (UT) • Engineering – University Transfer (UT) • Engineering Analysis • Computer Programming - University

	Transfer (UT)
Visually Impaired	<ul style="list-style-type: none"> • Program for the Visually Impaired

School of Hospitality, Food Studies & Applied Business	
Departments	Areas
Hospitality Management	<ul style="list-style-type: none"> • Food Service / Restaurant Management – Chefs • Food Service / Restaurant Management – Restaurant Management • Hospitality Management – Accounting • Hospitality Management – Business Communication /Public Speaking • Hospitality Management – Computer Application Software • Hospitality Management – Hotel Management • Hospitality Management – Human Resources Organizational Behaviour • Hospitality Management – Marketing / Law • Hospitality Management – Micro-Economics / Statistics • Bachelor of Hospitality Management – Business Operations • Bachelor of Hospitality Management – Finance and Economics • Bachelor of Hospitality Management – Human Resource Management, Labour Relations, Leadership and Career Development • Bachelor of Hospitality Management – Research Methods and Capstone • Bachelor of Hospitality Management – Sales and Marketing
Asian Culinary Arts	<ul style="list-style-type: none"> • Asian Culinary Arts
Baking & Pastry Arts	<ul style="list-style-type: none"> • Baking & Pastry Arts
Culinary Arts	<ul style="list-style-type: none"> • Chefs • Restaurant Management
Applied Business	<ul style="list-style-type: none"> • Administrative for Administrative Assistant & Executive Assistant • Bookkeeping & Accounting for Administrative Assistant & Executive Assistant

	<ul style="list-style-type: none"> • Clinical Procedures for Medical Office Assistant • Economics for Executive Assistant • Human Relations Skills for Medical Office Assistant and Medical Transcriptionist Programs • Legal for Administrative Assistant & Executive Assistant • Medical Billing for Medical Office Assistant • Medical Office Assistant • Organizational Behaviour and Human Resources Management for Executive Assistant
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School of Health Sciences	
Departments	Areas
Allied Health	<ul style="list-style-type: none"> • Aboriginal Health Science • Autopsy Technician • Pharmacy Technician • Medical Laboratory Assistant • Electrocardiography • Medical Laboratory Assistant Venipuncture • Occupational Therapy • Physical Therapy
Bachelor of Science in Nursing/ Health Unit Coordinator	<ul style="list-style-type: none"> • Baccalaureate Nursing • Baccalaureate Nursing Clinical • Baccalaureate Nursing Health Law • Basic Medical Terminology • Health Unit Coordinator Theory • Health Unit Coordinator Clinical • Pathophysiology • Professional Communication
Certified Dental Assisting / Dental Reception Coordinator	<ul style="list-style-type: none"> • Certified Dental Assisting • Certified Dental Assisting (Distance Delivery) • Dental Reception Coordinator • Dental Hygiene
Continuing Care	<ul style="list-style-type: none"> • Acute Care Skills • Health Care Assistant
Dental Hygiene	<ul style="list-style-type: none"> • Behavioural and Biomedical Sciences • Clinical Dentistry • Dental Hygiene • Dental Hygiene Distributed Learning

Denturist & Dental Technology	<ul style="list-style-type: none">• Biological Sciences• Business Management for Dental Programs• Clinical Dentistry• Dental Technician• Denturist
Practical Nursing	<ul style="list-style-type: none">• Practical Nursing• Practical Nursing Clinical• Advanced Practice Licensed Practical Nurse• Professional Communication

School of Instructor Education	
Departments	Areas
Instructor Education	<ul style="list-style-type: none">• Instructor Education

APPENDIX III

PART A - SCHEDULE OF BENEFIT PARTICIPATION

	General (Statutory) Holidays	Annual Vacation	Sick Leave	M.S.P. and Extended Health	Short Term Disability (STD)	Long Term Disability (LTD)	Group Life / Accidental Death and Dismemberment	Voluntary Life	Dental
Auxiliary	✓1	✓1	X	X	X	X	X	X	X
Term – Less than half- time	✓1	✓1	X	X6	X	X	X	X	X
Term – Half- time or more and one month or more in length	✓1	✓1	✓	✓2	✓4	✓4	✓4	✓5	✓4
Term – Half- time or more and one year in length	✓	✓	✓	✓2	✓4	✓4	✓4	✓5	✓4
Regular – Probationary or Permanent	✓	✓	✓	✓2	✓3	✓3	✓3	✓5	✓3

Legend: ✓ Eligible X Not Eligible

Footnotes:

1 – Included in Rate of Pay

2 – Beginning of first **day of the month coincident with or next following the faculty member's date of** employment

3 – **Mandatory on the first day of the month coincident with or next following the faculty member's date of employment**

4 – Mandatory upon completion of 10 months of service in a consecutive 12 month period at half time or more

5 – Optional benefit, available only if covered under Group Life Benefits

6 – Effective June 29, 2015, additional 3% of salary in lieu of health and welfare benefit coverage

Canada Pension Plan, E.I. and W.C.B. are available to all **faculty members** in accordance with statutory requirements

APPENDIX III

PART B - SUMMARY OF BENEFITS DURING LEAVES

	Seniority Accrual	Increment Accrual	Health, Dental & Life Insurance	Vacation Accrual	Sick Leave Accrual	STD/LTD2
Paid Leaves 1	✓	✓	✓	✓	✓	✓
Maternity and Parental Leave—Regular Faculty members	✓	✓ Up to 104 weeks	✓	✓ Up to 104 weeks	✓ Up to 104 weeks	✓
Maternity and Parental Leave – Term Faculty members	✓	X	Health: ✓6 Dental/Life: ✓ If faculty member pays for premiums	X	X	✓ If faculty member pays for premiums
Parental Leave/ Adoption Leave	✓	✓ Up to 89 weeks	✓	✓	✓ Up to 89 weeks	✓
Renewal Leave/ Retirement Preparation Leave	✓	X	✓	X	X	✓
Association Business e.g. President Release	✓	✓	✓	✓	✓	✓3
Other Unpaid Leaves e.g. Political, Personal	✓	X Unless leave is 10 days or less	✓3	X Unless leave is 15 days or less	X Unless leave is 15 days or less	✓ Up to 2 months only
Short-Term Disability	✓	✓ For first 60 days	✓	X	X	✓
Long-Term Disability	✓	X	✓	X	X	✓
Part-Time Leaves	✓	✓4	✓5	✓4	✓4	✓

Legend: ✓ Eligible X Not Eligible

This is intended as a quick reference. Further details may apply in certain situations. Ask the VCCFA Office or Human Resources for information or further details. Also see Articles 7 and 8 in the Agreement.

Faculty members on leave may make pension contributions subject to the provisions of the Employment Standards Act and the College Pension Plan. The College is also required to make pension contributions for **faculty members** on maternity, parental, adoption leave or retirement preparation leave who make their share of pension contributions for the period of the leave.

Check with the VCCFA Office or Human Resources

Footnotes:

1 –Examples: Education Leave, Sick Leave, Funeral, Bereavement, Jury Duty, Parental (as defined in Article 8.13.2.5 Paid Parental Leave (Spousal)) and Sick Leave for Family Illness.

2 –In order to be eligible for STD, a **faculty member** must be making premium contributions at the time of disability. Disability payments for both STD and LTD are based on the **faculty member's** salary at the time of disability.

3 –For such unpaid leaves which are longer than 15 days, the **faculty member** must make full contributions in order to maintain Health, Dental and Life Insurance benefits. For unpaid leaves 15 days or shorter, Employer continues to pay premiums for eligible **faculty members**.

4 –Benefit is prorated.

5 –If **faculty member** continues to work half-time or more during leave, Employer pays premiums. If **faculty member** is working less than half-time during leave, **faculty member** must pay full premiums in order to maintain benefit.

6 –Entitled to MSP benefits for a maximum of 52 consecutive weeks and Extended Health benefits for a maximum of 26 consecutive weeks, from the commencement of maternity or adoption leave; provided that during such periods the term **faculty member** has been granted and is taking leave from appointments of 50% or more time status. See

Articles 8.13.1.4 and 8.14.4. For Dental, Life, AD&D, STD and LTD benefits, term **faculty members** must satisfy 10 months within a 12 month period at 50% or more time status to qualify for these benefits.

APPENDIX IV EXPLANATION OF SENIORITY CALCULATIONS

The Association and College have agreed that, pursuant to Article 10.1, (Definition and Calculation of Seniority), seniority will be calculated as follows:

1 FOR REGULAR FACULTY MEMBERS

- a) Both part-time and full-time regular **faculty members** will receive the same number of full days of service that is 261, per fiscal year. (365 days per year – 104 weekend days per year = 261).

Example 1

Mary is a part-time regular **faculty member** at 60% workload. Mary shall receive a total of 261 days of service in a fiscal year.

Example 2

Peter is a full-time regular **faculty member** at 100% workload. Peter shall receive a total of 261 days of service in a fiscal year.

- b) Regular **faculty members** who commence employment during a fiscal year shall have their service pro-rated.

Example 1

Jane is a full-time regular **faculty member** who has been hired as of September 2, 2014. For the period from September 2, 2014 to March 31, 2015 Jane's seniority will be:

7 months x 261 full days of service ÷ 12 months = 152.25 days
Rounded off = 152 days

Example 2

Jean is a part-time (75%) regular **faculty member** who has been hired as of October 20, 2014. For the period from October 20, 2014 to fiscal year end March 31, 2015 Jean's seniority will be:

5.459 months x 261 full days of service ÷ 12 months = 118.62 days
Rounded off = 119 days

- c) Laid off **faculty members** who are on recall shall retain and accrue seniority on the same basis as other regular **faculty members**. See a) above.

2 FOR TERM FACULTY MEMBERS

All term **faculty members** can accumulate up to 261 days of service per fiscal year. For each **faculty member**, days of service are determined in the following manner:

Term appointments, expressed in duty days, will be prorated to a full-time equivalent (FTE) amount of duty days. This amount will be multiplied by a ratio of 261 days of service per year divided by the maximum number of duty days per year (201) as follows:

$$\text{FTE TOTAL DAYS} \times 261 \div 201 = \text{DAYS OF SERVICE}$$

Example 1

John works 180 days at half time. His FTE total **days** is 90 (180 days \div 2). John will be credited with:

$$90 \text{ FTE total days} \times 261 \div 201 = 116.87 \text{ days of service}$$

Rounded off = 117 days

Example 2

Joan works 200 days at full-time. Her FTE total **days** is 200. Joan will be credited with:

$$200 \text{ FTE total days} \times 261 \div 201 = 259.70 \text{ days of service}$$

Rounded off = 260 days

Example 3

Jack works 8 sessions of one hour each and 4 sessions of 3 hours each. His total number of hours is 20 \div 5 hours per duty day = 4 FTE days. Jack will be credited with:

$$4 \text{ FTE days} \times 261 \div 201 = 5.19 \text{ days of service}$$

Rounded off = 5 days

3 FOR AUXILIARY WORK

All auxiliary work concurrent with and following a **faculty member's** first appointment will be pro-rated and included in calculating a **faculty member's** FTE total **days**. This amount is multiplied by the same formula used above for Term **faculty members**.

Example 1

Joan has a 180 day half-time term appointment (180 days \div 2 = 90 FTE total **days**). She is called for part-time subbing (at the minimum call out of 3 hours) 20 times (20 \times 3 = 60.0 hours \div 5 hours per duty day = 12 FTE total **days**). Joan will be credited with:

$$102 \text{ FTE days total} \times 261 \div 201 = 132.45 \text{ days of service}$$

Rounded off = 132 days

Example 2

John completes a 100 day full-time term appointment. Later, he is called in to sub for someone for 10 full days. His FTE total **days** is 110 days. John will be credited with:

$$110 \text{ FTE total days} \times 261 \div 201 = 142.84 \text{ days of service}$$

Rounded off = 143 days

This "Explanation" will be attached to each department's copy of the Seniority List.

APPENDIX V
PROFESSIONAL DEVELOPMENT PAY CALCULATION
For Faculty Member "X"

Month	% Workload	Salary Entitlement for PD Days
April	100%	100%
May	50%	50%
June	60%	60%
July	75%	75%
August	40%	0%
September	60%	60%
October	0%	0%
November	100%	100%
December	100%	100%
January	100%	100%
February	75%	75%
March	0%	0%
TOTAL		83.75%¹

Footnotes:

1 – This calculation is based on the 8 "best" accrual months, so May, October and March will be dropped.

Faculty member "X" may alternatively be scheduled to 83.75% x 20 days = 16.75 days at full salary.

The calculation is a **SAMPLE ONLY** based on 8 months. A similar calculation would be used for a 7 month eligibility period.

APPENDIX VI

GUIDELINES FOR THE PERFORMANCE APPRAISAL OF PERMANENT REGULAR FACULTY MEMBERS

1 Performance Appraisal Criteria

1.1 Contribution to Students

- 1.1.1 Each student is treated with demonstrated respect and genuine interest.
- 1.1.2 **Faculty members** evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.
- 1.1.3 Students are encouraged to develop an inquiring, critical and independent attitude, to help each other as appropriate and not to be unduly dependent on the **faculty member**.
- 1.1.4 **Faculty members** make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.
- 1.1.5 Within the first week of the start of a course or program, **faculty members** provide students with written course or program objectives including a description of the course or program content and the method of evaluation to be used.
- 1.1.6 Classroom or other presentations are organized, well prepared, clear and effective.

1.2 Professional Competence

- 1.2.1 It is recognized that the College has an obligation, within the constraints of budget, to assist and support **faculty members** regarding professional development in the area of professional competence. **Faculty members** should understand and be knowledgeable in current developments in their field. Where appropriate, this should be demonstrated in their approach to teaching. It is recognized that in fields of rapidly changing technology where renewal time is not adequate, a **faculty member** may not be able to achieve mastery of current developments; however, such **faculty members** are expected to be aware of the general nature of these developments and to communicate this to students as appropriate. It is recognized that the College has an obligation to assist and support **faculty members** regarding Professional Development in this area.
- 1.2.2 **Faculty members** should design and deliver instructional materials and other resources in a way that takes into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the Employer and community.

1.3 Collegial Contribution

- 1.3.1 **Faculty members** should be willing to exchange ideas and to be supportive of each other professionally. **Faculty members** are expected to work harmoniously with colleagues.

1.4 Participation in the Department, School or Centre and College

- 1.4.1 As part of their professional obligations, **faculty members** are expected to participate in departmental meetings, student consultations and in such other activities from which students, the **faculty members** and the College as a whole may reasonably be expected to benefit. "Such other activities" will be set according to departmental, School or Centre and College norms, goals and objectives.
- 1.4.2 In their relationship with students and in their assigned duties and College activities, **faculty members** should make a continuing contribution to the objectives of the department, the School or Centre and the College.

2 Methods of Performance Appraisal

- 2.1 **Faculty members** may make a submission to the appropriate Dean or Director and the Association regarding alternate appraisal instruments and the application of these instruments in their departments or areas.
- 2.2 Based on criteria described in these Guidelines and subject to the approval of the appropriate Dean or Director and the Association, performance appraisal shall be based on information gathered through a combination of at least 2 of the following methods:
- Questionnaires filled in by the students;
 - Observations of performance by Department Heads or designated alternates;
 - Self appraisal;
 - Observations of performance by colleague(s); or
 - Approved alternate appraisal instrument.
- 2.2.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its **faculty members** who instruct for at least one-quarter of their load at the time of appraisal. When there are compelling reasons, departments may apply to the appropriate Dean or Director and the Association for exemptions from this provision.
- 2.3 New departments, or those who wish to change their method of appraisal will, by majority secret ballot of the permanent regular **faculty members** within the department, select which of the appraisal methods described in Point 2.2 its members will use. Probationary regular, term and auxiliary **faculty members** may attend and take part in any discussions at any department meetings on performance appraisal but may not vote.

2.4 In departments or areas with fewer than 5 permanent regular **faculty members**, the **faculty members** may not choose the appraisal method of "Observations of Performance by Colleagues".

2.5 All new procedures and instruments of performance appraisal shall be approved by the Joint Steering Committee before being implemented. Such approval shall not be unreasonably denied.

3 Frequency of Appraisals

3.1 All permanent **faculty members** will be appraised only once every 4 years.

3.2 IRA's returning to instructional duties will not be appraised for at least 2 years following their return as a non-IRA.

4 Facilitation of Performance Appraisal

4.1 Each year departments or areas will select at least 25% of their **faculty members** for performance appraisal and submit the **faculty members'** names to Human Resources by January 31. Human Resources will provide an appraisal package to the selected **faculty members**. **Faculty members** will complete the appraisal in accordance with the following. In consultation with their Department Head, the **faculty member** will prepare an individual development plan in consideration of the appraisal results.

4.2 When questionnaires are used, **faculty members** will leave the classroom while their students complete the questionnaire. Completed student questionnaires will be forwarded by the **faculty member** to **Institutional Research** for tabulation. Where the questionnaires and/or questionnaire data requires translation, **Institutional Research** will arrange for professional translation services for the facilitation of the performance appraisal. **Institutional Research** will tabulate the data and return the questionnaires and the data summary to the **faculty member**.

4.3 If "Self Appraisal" is the method of appraisal selected, the **faculty member** being appraised will complete a self appraisal instrument which is referenced to the relevant criteria of Point 1.0 and which will include comparison with an objective standard.

4.4 If "Observation of Performance by the Department Head or Alternate" is the method selected, they will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0.

4.5 If "Observation of Performance by Colleague(s)" is the method selected, the colleague(s) will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0

4.6 The **faculty member** will then prepare a performance appraisal report which indicates the **faculty member's** areas of strength, areas for development and will include an individual development plan. The **faculty member**, together with the Department Head, will review the materials and discuss the report. All appraisals and data reports will be handled and stored in accordance with Articles 15.4 and 15.4.1.

- 4.7 All reports, data and documents arising from the appraisal process shall be kept confidential by those involved.

5 Monitoring

The Joint Steering Committee agrees to jointly monitor and review this Appendix as needed and agree that it may be updated from time to time by mutual agreement.

APPENDIX VII

GUIDELINES FOR THE EVALUATION OF TERM AND PROBATIONARY REGULAR FACULTY MEMBERS

(Pursuant to Article 16, (Evaluation of Probationary Regular and Term Faculty Members))

1 Evaluation Process

- 1.1 The evaluation process shall be conducted in a similar manner for all term and probationary regular **faculty members** in a department or area.
- 1.2 The evaluation process shall be conducted primarily by the Department Head or Coordinator II. The responsibility may be delegated to an Assistant Department Head.
- 1.3 The evaluation process shall be based on the criteria listed in Point 2 of these Guidelines.

2 Criteria for Evaluation

2.1 Contribution to Students

- 2.1.1 Each student is treated with demonstrated respect and genuine interest.
- 2.1.2 **Faculty members** evidence an approach to learning designed to reach the diversity of students in the College. Adequate attention is given to the different learning needs of individual students.
- 2.1.3 Students are encouraged to develop an inquiring, critical and independent attitude, to help each other as appropriate and not to be unduly dependent on the **faculty member**.
- 2.1.4 **Faculty members** make use of student services and other resource departments as appropriate in order to ensure that adequate attention is paid to the needs of students who are experiencing difficulties in learning.
- 2.1.5 Within the first week of the start of a course or program, **faculty members** provide students with written course or program content and the method of evaluation to be used.
- 2.1.6 Classroom or other presentations are organized, well prepared, clear and effective.

2.2 Professional Competence

- 2.2.1 It is recognized that the College has an obligation, within the constraints of budget, to assist and support **faculty members** regarding professional development in the area of professional competence. **Faculty members** should understand and be knowledgeable in current developments in their field. Where appropriate, this should be demonstrated in their approach to teaching. It is recognized that in fields of rapidly changing technology where renewal time is not adequate, a **faculty member**

may not be able to achieve mastery of current developments; however, such **faculty members** are expected to be aware of the general nature of these developments; and to communicate this to students as appropriate.

- 2.2.2 **Faculty members** should design and deliver instructional materials and other resources in a way that takes into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the Employer and community.

2.3 Collegial Contribution

- 2.3.1 **Faculty members** should be willing to exchange ideas and to be supportive of each other professionally. **Faculty members** are expected to work harmoniously with colleagues.

2.4 Participation in the Department, School or Centre and College

- 2.4.1 As part of their professional obligations, **faculty members** are expected to participate in departmental meetings, student consultations and in such other activities from which students, the **faculty members** and the College as a whole may reasonably be expected to benefit. "Such other activities" shall be set according to departmental, School or Centre and College norms, goals and objectives.
- 2.4.2 In their relationship with students and in their assigned duties and College activities, **faculty members** should make a continuing contribution to the objectives of the department, the School or Centre and the College.

3 Methods of Evaluation

- 3.1 The evaluation process shall use 2 methods:
 - 3.1.1 Questionnaires filled in by a **faculty member's** students or an equivalent instrument for counsellors, librarians and, with the approval of the Joint Steering Committee, other **faculty members**; and
 - 3.1.2 Observations of performance by Department Heads, Coordinator II's or Assistant Department Heads.

4 Joint Steering Committee

- 4.1 The methods listed in Point 3 above shall be applied through procedures and instruments, which have been approved by the Joint Steering Committee. The College will provide professional translation services where necessary for the development and processing of student questionnaires.
- 4.2 The Joint Steering Committee shall be responsible for approving the procedures and instruments of evaluation. Master copies of each department or area's evaluation instruments shall be maintained in the offices of Human Resources.

- 4.3 The Joint Steering Committee shall follow fair and consistent principles for the evaluation of term and probationary **faculty members**. The Joint Steering Committee shall be involved in the clarification of procedures but not in the monitoring of departmental and area processes.
- 4.4 **Faculty members** may make submissions to the Joint Steering Committee regarding the evaluation instruments and their application in their department or area.
- 4.5 The Joint Steering Committee may make revisions to these Guidelines. The Joint Steering Committee shall notify the College and the Association of any revisions it makes.

5 Orientation, Frequency and Timing of Evaluation

- 5.1 Evaluations shall be initiated by the responsible Department Head, Assistant Department Head where so delegated or Coordinator II. This person is designated as the "evaluator". Every effort should be made to maintain the same evaluator throughout the entire process of each evaluation.
- 5.2 At the beginning of the probationary period or the term **faculty member's** first term of appointment, the Department Head or Coordinator II shall orient the probationary regular or term **faculty member** to the College, its resources, the department or area and program. The Department Head or Coordinator II shall provide the **faculty member** with these Guidelines for evaluation and for the applicable evaluation process and shall explain these to the **faculty member** to ensure that they are understood.
- 5.3 The frequency and timing of the evaluation shall be as follows:
 - 5.3.1 For probationary regular and term **faculty members**, half-time or more on term appointments exceeding 8 months, the evaluation process referred to in Point 3.1 shall be completed before the mid-point of the term appointment or of the probationary period. Should the first evaluation show the need for improvement, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.
 - 5.3.2 For term **faculty members**, half-time or more, on term appointments of less than 8 months, the evaluation process as referred to in Point 3.1 shall be completed no later than 6 months into a period of appointment or 6 months into a period of cumulative appointments. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
 - 5.3.3 For term **faculty members** less than half-time, the evaluation process as referred to in Point 3.1 shall be completed within the first 60 accumulated duty days of employment with the College. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.

- 5.3.4 When necessary, the evaluator shall alert the term or probationary regular **faculty member** to possible areas requiring improvement and through a mutually approved plan of action, shall assist the **faculty member** on ways and means of improvement. A follow-up observation may be conducted by the evaluator who completed the first evaluations. An evaluation report shall be made for any such follow-up observations.
- 5.3.5 For the purpose of evaluation, **faculty members** appointed for curriculum development will have the time period in Points 5.3.1, 5.3.2, 5.3.3 commence upon the **faculty members** undertaking non-curriculum development duties.
- 5.3.6 Within any 2 year period, term or probationary **faculty members** who have achieved 2 successful evaluations within a department or area are deemed to have completed the evaluation process. If, because of transfers or discontinuous employment, further evaluations are required then following any 2 successful evaluations, term **faculty members** shall be evaluated once every 3 years.
- 5.3.7 A term **faculty member** will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer before regularization.

6 Summary of Evaluator's Responsibilities

- 6.1 Make sure that the department has selected invigilators. Orient your invigilators as to their role and provide a copy of "Directions to Invigilators".
- 6.2 Request an evaluation package from Human Resources for the **faculty member** to be evaluated. Check for completeness. Package should contain: (i) Evaluation Report; (ii) Observation of Performance; (iii) student questionnaires. Make sure there are sufficient student questionnaires for all of the students the **faculty member** currently teaches.
- 6.3 Schedule a department invigilator to administer the student questionnaires. In most cases, the invigilator will exchange classes with the **faculty member** being evaluated for the time when the questionnaires are being completed.
- 6.4 After the invigilator has returned the sealed package of student questionnaires, keep the package secure. Arrange for the package to be delivered to **Institutional Research** for tabulation of data.
- 6.5 Provide approximately one week's notice to the **faculty member** being evaluated before observing instruction.
- 6.6 Observe instruction and complete the observation report.
- 6.7 Meet with the **faculty member** to review the observation report and tabulated student data.
- 6.8 Complete the evaluation report, sign and have the **faculty member** sign.
- 6.9 Upon completion of the evaluation report, send the student questionnaires to Human Resources.

- 6.10 Forward the completed evaluation to the Dean or Director. (Include the evaluation report, the observation report and the tabulated student data).

7 Invigilators

- 7.1 The department or area concerned shall democratically decide upon the method, election or selection, of choosing those regular **faculty members** who will be asked to administer questionnaires. This decision shall include the term, the number of invigilators, etc. The selected invigilators shall have no other role in the evaluation process and understand the limits of their task. Wherever possible they will be asked to "switch" their class with the **faculty member** being evaluated for the time when the questionnaires are being completed. In unusual situations a request for release time may be made to the appropriate Dean or Director. Such requests will not be unreasonably made or denied.
- 7.2 The invigilators shall only be selected from those who have accepted such nomination.
- 7.3 The invigilators shall carry out their functions for a period determined by the **faculty members** as per Point 7.1, which shall not exceed 3 years. One month prior to the expiry of their terms, or in the event of an invigilator withdrawing from these functions, the process of selection shall be re-initiated.
- 7.4 Upon selection of invigilators, the Department Heads shall inform the **faculty members** in their Department and Human Resources of the names of the selected invigilators. Department Heads shall ensure that the invigilators are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires.
- 7.5 If an invigilator is unable to fulfill their responsibilities, the Department Head will seek approval from their Dean or Director for an alternate invigilator. The Dean or Director will obtain agreement from the Association prior to approving the alternate.

8 Handling of Student Questionnaires and Questionnaire Data

8.1 Initiation and Confidentiality

The evaluator shall request that Human Resources have packaged an adequate number of student questionnaires for a particular evaluation. Upon receiving a request as above, Human Resources shall ensure that the identity of the **faculty member** being evaluated is protected. Only Human Resources, the evaluator and the invigilator are to be made aware of the identity of the **faculty member** being evaluated.

8.2 Questionnaire Completion

- 8.2.1 The evaluator shall give the package to the invigilating **faculty member** and make arrangements for its secure delivery to **Institutional Research** immediately upon completion or, if that is not possible because of scheduling difficulties, its secure storage until delivery at the first opportunity.

- 8.2.2 The **faculty member** being evaluated shall not be in the room while questionnaires are being distributed, completed and collected.
- 8.2.3 Invigilating **faculty members** shall explain the process and forms to the students. They shall explain that students are not to identify themselves. They may answer clarification questions but shall not influence the students in any way.
- 8.2.4 They shall ensure that students are filling out the questionnaires in a manner that will allow them to be read by the scanning device. They should make prior arrangements to ensure that students will have adequate time and adequate materials (paper/pencils) to complete the forms.
- 8.2.5 When the questionnaires are completed the students will place them in the envelope provided. The invigilator shall seal the envelope and return it to the evaluator as soon as possible.
- 8.2.6 Invigilator **faculty members** must keep all proceedings, both verbal and written, confidential.

8.3 Data Processing

- 8.3.1 **Institutional Research** has been designated as the neutral processor of the questionnaires. **Institutional Research** is advised of their responsibilities, the necessity for confidentiality and the procedures for processing student questionnaires, as recommended by the Joint Steering Committee.
- 8.3.2 Upon receipt of completed packages, the processor's primary responsibility is to prepare a form that provides totals and averages of student responses and transcriptions of student comments. The averages requested will be determined by the Joint Steering Committee. The processor shall make only one copy of this form and sign both it and the original. The original and copy shall be delivered to the evaluator who will pass the copy on to the **faculty member** concerned.
- 8.3.3 The processor shall re-seal the questionnaires and return them to the evaluator. The evaluator shall keep them sealed and upon completion of the final evaluation report send them to Human Resources for retention in accordance with the College's Freedom of Information and Protection of Privacy (FOIPOP) policy. If the **faculty member** concerned requests their confirmation only the evaluator may review the forms as per Point 10.2 of these Guidelines.
- 8.3.4 **Institutional Research** will expunge all electronic records of student questionnaires in accordance with the College's FOIPOP policy.

9 Handling of Data Obtained Through Observation of Performance

The evaluator shall complete and sign an observational evaluation instrument which is referenced to the relevant criteria of Point 2. Only one copy of the completed instrument shall be made. The original and the copy shall be signed by the **faculty member** and the original shall be given to the **faculty member** being evaluated.

10 Evaluation Reports

- 10.1.1 Based on the data gathered under Point 5 of these Guidelines the evaluator shall discuss the **faculty member's** performance with the **faculty member** and then prepare an evaluation report which shall include all the data collected and be signed by the **faculty member** as evidence of having been read and that the evaluation process has been completed.
- 10.1.2 The **faculty member** being evaluated may, upon request, have the evaluator review the questionnaires and confirm that the results correspond with the completed form received from the neutral processor. After this viewing, they shall be resealed and kept by the evaluator as per Point 8.3.3.
- 10.1.3 The form of the report shall conform to the Joint Steering Committee approved instrument.
- 10.1.4 The report with recommendation shall be submitted to the appropriate Vice President or delegate for approval and decision pursuant to Article 16.1 of the Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per Points 5.5.3 and 5.3.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the **faculty member's** Personnel File under the terms of Article 16.4 of the Agreement.

**APPENDIX VIII
GUIDELINES FOR THE EVALUATION AND APPRAISAL OF FACULTY MEMBERS
WITH RESPONSIBILITY ALLOWANCES**

GUIDELINES FOR EVALUATION OF INSTRUCTIONAL ASSOCIATES

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

1 Orientation and Timing

At the beginning of the appointment, an Instructional Associate will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Instructional Associates, the appropriate Dean or Director will fulfill this role. Evaluation will be completed in the second half of the initial probationary year of appointment.

2 Criteria for Evaluation

2.1 Contribution to Learning Environment

- 2.1.1 Fosters quality in instruction;
- 2.1.2 Guides and coordinates the development of curriculum materials;
- 2.1.3 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies;
- 2.1.4 Facilitates the process for submission of new curriculum, courses and programs for approval by governance bodies; and
- 2.1.5 Assists in the provision of adequate instructional facilities and equipment.

2.2 Contribution to Department Heads, Assistant Department Heads and Coordinators

- 2.2.1 Mentors other IRA's individually and in groups;
- 2.2.2 Participates in IRA Orientation; and
- 2.2.3 Provides and recommends workshops and other in-service activities for IRA's.

2.3 Contribution to Faculty and Staff

- 2.3.1 Assists and supports staff and faculty professional development;
- 2.3.2 As appropriate, supports faculty and staff in their work;
- 2.3.3 Assists in keeping departments and/or programs informed about College developments; and
- 2.3.4 Informs Dean(s) and Directors, as appropriate, of emerging program, faculty, and student needs.

2.4 Leadership

- 2.4.1 Communicates well verbally and in writing;
- 2.4.2 Demonstrates understanding of the College as a whole;
- 2.4.3 Deliberates before making a decision;
- 2.4.4 Consults appropriately;
- 2.4.5 Takes action in an effective manner;
- 2.4.6 Fulfills responsibility relevant to position;
- 2.4.7 Demonstrates commitment to the programs and the College;
- 2.4.8 Works cooperatively and effectively with others;
- 2.4.9 Takes initiative and is proactive in carrying out the responsibilities of the role;
- 2.4.10 Conducts effective meetings; and
- 2.4.11 Demonstrates leadership relevant to the position.

2.5 Coordination and Process

- 2.5.1 Chairs selection committees effectively;
- 2.5.2 Liaises effectively internally and externally;
- 2.5.3 Works cooperatively and effectively with committees relevant to the role;
- 2.5.4 Participates actively in the coordination and process of program review; and
- 2.5.5 Encourages and facilitates cooperation among programs and schools.

2.6 Planning and Development

- 2.6.1 Participates actively in planning for Schools, Centres and programs;
- 2.6.2 As appropriate, assists with planning for programs;
- 2.6.3 Conducts and coordinates research projects that are thorough and relevant; and
- 2.6.4 Shows leadership in carrying out action plans from program review.

2.7 Contribution to College and Community

- 2.7.1 Maintains effective liaison with other **Faculty members** with Responsibility Allowance throughout the College and with College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;

- 2.7.4 As appropriate, represents Schools, Centres and programs effectively; and
- 2.7.5 Initiates and maintains good public relations for the College, as appropriate, and for Schools, Centres and programs relevant to the position.

3 Evaluation Process

- 3.1 For an Instructional Associate, the evaluation process will be initiated and administered by an appropriate Dean or Director. The evaluation process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
 - 3.2.1 All Department Heads, Assistant Department Heads and Coordinators within the appropriate cluster of programs and services, as well as all Deans and Directors in the cluster will be included (except for the Dean or Director who will be writing the evaluation report).
 - 3.2.2 The Instructional Associate will also provide a list of **faculty members** from other areas of the College that they wish to have included.
 - 3.2.3 The College may suggest a list that would be appropriate for Instructional Associates to consider for inclusion.
- 3.3 **Institutional Research** will tabulate the responses to the questionnaires and forward the tabulated results to the Instructional Associate. A copy of the tabulated results will also be sent to the Dean or Director who will be writing the evaluation report and the 2 parties will meet to discuss the results.
- 3.4 The Dean or Director will make a recommendation as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.3 and provide a rationale when an evaluation is deemed unsatisfactory.
- 3.5 The Instructional Associate may prepare a response or commentary on the results and recommendation.

4 Evaluation Report

- 4.1 The tabulated results, any response or commentary by the Instructional Associate, and the recommendation of the Dean or Director will form the evaluation report. It shall be signed by the Dean or Director and the Instructional Associate and shall be included in the Instructional Associate's official Personnel File. The Instructional Associate's signature only indicates evidence of the report having been read.
- 4.2 The Dean or Director who has written the recommendation will forward the evaluation report to the appropriate Vice President. The Vice President or delegate will consider the evaluation report in determining whether the Instructional Associate is confirmed for the

remainder of the term of appointment pursuant to Article 13.2.5. The Vice President will provide a written rationale when the evaluation is deemed to be unsatisfactory.

- 4.3 Instructional Associates will be deemed to have received a satisfactory evaluation if an evaluation has not been completed within the first year of their appointments.

5 Joint Steering Committee

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 6 These procedures shall be subject to the grievance procedure in the Agreement.

GUIDELINES FOR EVALUATION OF DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS OR COORDINATORS II

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

1 Orientation and Timing

At the beginning of the initial appointment, a Department Head, Assistant Department Head or Coordinator II will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. For Department Heads or Coordinators II, the appropriate Dean or Director will fulfill this role; for Assistant Department Heads, the orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

2 Criteria for Evaluation

6.1 Contribution to Learning Environment

- 6.1.1 Fosters quality in instruction;
- 6.1.2 Ensures course and curriculum objectives are achieved;
- 6.1.3 Ensures appropriate methods of assessment are in place;
- 6.1.4 Guides the development of course and curriculum materials;
- 6.1.5 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies; and
- 6.1.6 Assists in the provision of adequate instructional facilities and equipment.

6.2 Contribution to Student Success

- 6.2.1 Treats students with respect and interest;
- 6.2.2 Deals with students in ways that recognize their diversity;
- 6.2.3 Advises students of available College resources; (student support, financial aid, admissions, etc.)
- 6.2.4 Advises students appropriately for admissions/course placements;
- 6.2.5 When appropriate, aids in placing graduates in employment; and
- 6.2.6 Deals effectively with student issues.

6.3 Contribution to Faculty and Staff

- 6.3.1 Encourages participation in departmental committees and activities;
- 6.3.2 Assists and supports staff and faculty professional development;

- 6.3.3 Supports faculty and staff in their work; and
- 6.3.4 Keeps members of the department and/or program informed about College developments.

6.4 Leadership

- 6.4.1 Communicates well verbally and in writing;
- 6.4.2 Demonstrates understanding of the College as a whole;
- 6.4.3 Deliberates before making a decision;
- 6.4.4 Consults appropriately;
- 6.4.5 Takes action in an effective manner;
- 6.4.6 Fulfills responsibility relevant to position; and
- 6.4.7 Demonstrates commitment to the department and the College.

6.5 Department Management

- 6.5.1 Supervises faculty and staff appropriately;
- 6.5.2 Responds in a timely manner;
- 6.5.3 Actively participates in the recruitment and renewal of the faculty and staff complement;
- 6.5.4 In cooperation with faculty and staff, effectively schedules all duty, leave, holidays and professional development activities;
- 6.5.5 Conducts effective department meetings;
- 6.5.6 Coordinates and delegates appropriate duties and responsibilities;
- 6.5.7 Effectively orients new faculty and staff to the department, the School, Centre and the College;
- 6.5.8 Prepares and monitors the departmental budget;
- 6.5.9 Participates in the evaluation and appraisal procedures set out for faculty and staff effectively and appropriately; and
- 6.5.10 Resolves conflict effectively and fairly.

6.6 Department Planning and Development

- 6.6.1 Initiates departmental planning;
- 6.6.2 Supports faculty in planning; and

6.6.3 Participates in ongoing program review.

6.7 Contribution to College and Community

6.7.1 Maintains effective liaison with other **Faculty members** with Responsibility Allowance and College services;

6.7.2 Maintains effective liaison with other institutions;

6.7.3 Maintains effective liaison with industry, business and government, as appropriate;

6.7.4 Ensures appropriate representation at Program Advisory and other provincial committees;

6.7.5 Represents the department effectively; and

6.7.6 Maintains good public relations for the College, as appropriate, and for departmental programs.

7 Evaluation Process

7.1 For a Department Head or Coordinator II, the evaluation process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The evaluation process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

7.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

7.2.1 All faculty and staff within the person's department will be included on the list.

7.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of **faculty members** from outside the department that they wish to have included.

7.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.

7.3 **Institutional Research** will tabulate the results of the questionnaire and send the results to the evaluatee.

7.3.1 For a Department Head or Coordinator II, a copy of the tabulated results will also be sent to the appropriate Dean or Director and the two parties will meet to discuss the results. The Dean or Director will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.6 and provide a rationale when an evaluation is deemed unsatisfactory.

7.3.2 For an Assistant Department Head, a copy of the tabulated results will also be sent to the appropriate Department Head and they will meet to discuss the results. The

Department Head will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.2.6 and provide a rationale when an evaluation is deemed unsatisfactory.

- 7.3.3 The Department Head, Assistant Department Head or Coordinator II may prepare a response or commentary on the results and recommendation.

8 Evaluation Report

- 8.1 The tabulated results of the questionnaire, any response or commentary by the Department Head, Assistant Department Head or Coordinator II and the decision of the appropriate evaluator will form the evaluation report. It shall be signed by the appropriate evaluator and the evaluatee and shall be included in the evaluatee's official Personnel File. The evaluatee's signature only indicates evidence of the report having been read.
- 8.2 The evaluation report shall be considered by the appropriate Vice-President or delegate in determining whether the Department Head, Assistant Department Head or Coordinator II is confirmed for the remainder of the term of appointment pursuant to Article 13.2.6.
- 8.3 A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

9 Joint Steering Committee

- The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.
- 10 These procedures shall be subject to the grievance procedure contained in the Agreement.

GUIDELINES FOR PERFORMANCE APPRAISAL OF DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS OR COORDINATORS II

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

1 Orientation and Timing

At the beginning of the second or subsequent 3-year term of appointment, a Department Head, Assistant Department Head or Coordinator II shall be informed of the performance appraisal criteria and process. For Department Heads and Coordinators II, this shall be done by the appropriate Dean or Director; for Assistant Department Heads it shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year of appointment.

11 Criteria for Performance Appraisal

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the **Guidelines for Evaluation of Department Heads, Assistant Department Heads or Coordinators II** in this Appendix.

12 Performance Appraisal Process

- 12.1 For a Department Head or Coordinator II, the performance appraisal process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The performance appraisal process will be supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 12.2 A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
 - 12.2.1 All faculty and staff within the person's department will be included on the list.
 - 12.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of **faculty members** from outside the department that they wish to have included.
 - 12.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.
 - 12.2.4 The Department Head, Assistant Department Head or Coordinator II will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.
- 12.3 **Institutional Research** will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Department Head, Assistant Department Head or Coordinator II. The Department Head, Assistant Department Head

or Coordinator II will prepare a development plan in response to the survey results and self-appraisal.

- 12.3.1 For a Department Head or Coordinator II, a copy of the survey results will also be sent to the appropriate Dean or Director and the 2 parties will meet to discuss the results and the development plan.
- 12.3.2 For an Assistant Department Head, a copy of the survey results will also be sent to the appropriate Department Head. The Assistant Department Head and Department Head will meet to discuss the results and the development plan.

13 Performance Appraisal Report

- 13.1 The survey results and a copy of the Department Head, Assistant Department Head or Coordinator II's self-appraisal and development plan will form the performance appraisal report. The report for a Department Head or Coordinator II shall be signed by the appropriate Dean or Director and the Department Head or Coordinator II. The report for an Assistant Department Head shall be signed by the appropriate Department Head and the Assistant Department Head. The signatures on the report would indicate that the performance appraisal process has been completed. The report shall be included in the Department Head, Assistant Department Head or Coordinator II's performance appraisal file as per Articles 15.4 and 15.4.1.
- 13.2 A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

14 Joint Steering Committee

The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 15 These procedures shall subject to the grievance procedure in the Agreement.

GUIDELINES FOR EVALUATION OF COORDINATORS I

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

1 Orientation and Timing

At the beginning of the initial appointment, a Coordinator I will be provided with an orientation to the position which includes a discussion of the evaluation criteria and process. This orientation will be done by the appropriate Department Head. Evaluation will be completed in the second half of the initial probationary year of appointment.

16 Criteria for Evaluation

16.1 Assisting with Faculty Development

- 16.1.1 As appropriate, assists with faculty and staff recruitment, selection and development;
- 16.1.2 Orients new faculty to the level, area or program; and
- 16.1.3 Provides instructional support to faculty.

16.2 Coordinating Curriculum Development

- 16.2.1 Promotes information-sharing about current and new developments;
- 16.2.2 Ensures that adequate learning materials and resources are available for the use of faculty;
- 16.2.3 Searches out new learning resources and materials;
- 16.2.4 Evaluates new learning resources and materials; and
- 16.2.5 Ensures that the programs are relevant to student needs.

16.3 Contribution to Student Access and Success

- 16.3.1 Within the context of College and departmental policies and objectives, establishes and/or maintains policies and procedures for:
 - a) student evaluation;
 - b) student referral; and
 - c) student promotion;
- 16.3.2 Monitors student attendance and progress within the area;
- 16.3.3 Advises students, as needed, when their progress is unsatisfactory;
- 16.3.4 Advises students, as needed, when their conduct is unsatisfactory;
- 16.3.5 Provides students, as needed, with support and advice on achieving their goals;

- 16.3.6 Advises students of available College resources;
- 16.3.7 Treats students with respect and interest;
- 16.3.8 Deals with students in ways that recognize their diversity;
- 16.3.9 Advises students, as needed, on their registration options; and
- 16.3.10 Conducts student orientation and intake interviews.

16.4 Promotion of Effective Communication

- 16.4.1 Conducts effective faculty meetings as required;
- 16.4.2 Promotes effective communication among faculty as appropriate;
- 16.4.3 Is available for consultations;
- 16.4.4 Consults appropriately;
- 16.4.5 Communicates well, verbally and in writing; and
- 16.4.6 As appropriate, liaises well with College services, other departments and outside agencies.

16.5 Contribution to Progress Assessment and Testing

- 16.5.1 Assists in the development and administration of progress assessments; and
- 16.5.2 Assists in the development and administration of department progress or proficiency tests.

16.6 Leadership

- 16.6.1 Deliberates before making a decision;
- 16.6.2 Takes action in an effective manner;
- 16.6.3 Fulfills responsibility relevant to the position;
- 16.6.4 Effectively supports and contributes to the departmental registration process;
- 16.6.5 Demonstrates commitment to the department and the College;
- 16.6.6 Effectively assumes duties of Department Head when necessary; and
- 16.6.7 Schedules **faculty members** as applicable.

17 Evaluation Process

- 17.1 The evaluation process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and **Institutional**

Research. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

- 17.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
 - 17.2.1 All faculty and staff within the Coordinator I's department will be included on the list.
 - 17.2.2 The Coordinator I will also provide a list of **faculty members** from outside the department that they wish to have included.
 - 17.2.3 The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.
- 17.3 **Institutional Research** will tabulate the results of the questionnaire and send the results to the Coordinator I. A copy of the tabulated results will also be sent to the appropriate Department Head and the 2 parties will meet to discuss the results. The Department Head will make a determination as to whether the evaluation is either satisfactory or not satisfactory and provide a rationale when an evaluation is deemed unsatisfactory. The Coordinator may prepare a response or commentary on the results and recommendation.

18 Evaluation Report

- 18.1 The tabulated results, any response or commentary by the Coordinator I and the decision of the Department Head will form the evaluation report. It shall be signed by the Department Head and the Coordinator I and shall be included in Coordinator I's official Personnel File. The Coordinator I's signature only indicates evidence of the report having been read.
- 18.2 The evaluation report shall be considered by the appropriate Vice President or delegate in determining whether the Coordinator I is confirmed for the remainder of the term of appointment pursuant to Article 13.2.6.
- 18.3 A Coordinator I will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

19 Joint Steering Committee

The Joint Steering Committee shall be responsible for approving the instruments and procedures of evaluation and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 20 These procedures shall be subject to the grievance procedure in the Agreement.

GUIDELINES FOR PERFORMANCE APPRAISAL OF COORDINATORS I

(Pursuant to Articles 3.10.2, 13.2.4 and 16.3)

1 Orientation and Timing

At the beginning of the second or subsequent 3-year term of appointment, a Coordinator I shall be informed of the performance appraisal criteria and process. This shall be done by the appropriate Department Head. The performance appraisal survey will be completed before the end of the first year of the second term or subsequent 3-year term of appointment.

2 Criteria for Performance Appraisal

The performance appraisal criteria shall be the same as the criteria for evaluation in Point 2 of the **Guidelines for Evaluation of Coordinators I** in this Appendix.

3 Performance Appraisal Process

20.1 The performance appraisal process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and **Institutional Research**. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

20.2 A confidential survey based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.

20.2.1 All faculty and staff within the Coordinator I's department will be included on the list.

20.2.2 The Coordinator I will also provide a list of **faculty members** from outside the department that they wish to have included.

20.2.3 The College may suggest a list that would be appropriate for most Coordinators I to consider for inclusion.

20.2.4 The Coordinator I will also complete the survey as a self-appraisal prior to receiving the results of the other respondents.

20.3 **Institutional Research** will collate and transcribe the responses of the survey and send a copy of the collated and transcribed responses to the Coordinator I. The Coordinator I will prepare a development plan in response to the survey results and self-appraisal. The survey results will also be sent to the appropriate Department Head who will meet with the Coordinator I to discuss the results and the development plan.

4 Performance Appraisal Report

20.4 The survey results and a copy of the Coordinator I's self-appraisal and development plan will form the performance appraisal report. The report shall be signed by the appropriate Department Head and Coordinator I to indicate that the performance appraisal process

has been completed. The report shall be included in the Coordinator I's performance appraisal file as per Article 15.4 and 15.4.1.

- 20.5 A Coordinator I will be deemed to have received a performance appraisal if one has not been completed within the first year of the second or subsequent 3-year term of appointment.

5 Joint Steering Committee

The Joint Steering Committee shall be responsible for approving the instruments and procedures of performance appraisal and will hear any submissions on their efficacy. The Joint Steering Committee may make revisions to the instruments and procedures and shall notify the College and Association when it does so.

- 6 These procedures shall subject to the grievance procedure in the Agreement.

**APPENDIX IX
PROFESSIONAL DEVELOPMENT FUNDS**

LETTER OF AGREEMENT

(Pursuant to Article 6.6.8)

1. The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing **faculty members** with professional development funds for the term of the Agreement.
2. The Budget Line shall be established at a level of \$100,000 for each fiscal year of the Agreement. The College agrees to allow for carry-over of a maximum of 20% of the allocation in any one year to the following fiscal year.
3. The Professional Development Non-Salary Cost Budget Line shall be located in the College budget but administered by a 3 person committee of the Association. There shall be 2 such Committees.
4. The College shall provide an amount of \$5,000 to pay for release time for members serving on the Committees.
5. The Committees shall be responsible for the approval and allocation of professional development funds in accordance with the criteria and procedures outlined in Appendix X, (Guidelines for the Allocation of Professional Development Funds for VCCFA Members).

APPENDIX X

GUIDELINES FOR THE ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS FOR VCCFA MEMBERS

1 Agreement

- 1.1 These Guidelines are pursuant to Appendix IX, (Professional Development Funds).
- 1.2 Any dispute arising out of the application or interpretation of these Guidelines shall be grievable under the terms of Article 12, (Grievance Procedures of the Agreement).

2 Introduction

- 2.1 The policies, procedures and overall allocation of the PD funds budget shall be administered by a 6-person committee of the Association. This committee shall meet to discuss policy and procedural issues. There shall be 2 subcommittees of the aforementioned group, consisting of 3 members from each campus, who shall be responsible for monitoring allocations at their respective campus.
- 2.2 Four members of the PD Funds Committee must be present to establish a quorum; 2 members of the Subcommittees must be present. Members can transfer between Subcommittees to supply numbers to maintain quorum.

3 General

- 3.1 Professional development funds are for the purpose of providing financial assistance for expenses incurred by activities related to or involving eligible professional development endeavours. According to Article 6.6.1 "professional development is **faculty member-**initiated activity intended to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the **faculty member's** subject area; or, to gain additional knowledge and professional competence in the **faculty member's** subject area".
- 3.2 The funds may be used to assist in registration, transportation, accommodation or eligible purchases related to professional development activities which are relevant to an **faculty member's** professional development. Funds allocated may not be sufficient to cover the entire cost of an event or expenditure.

4 Eligible Activities

- 4.1 The definition of professional development activities for fund allocation includes the following:
 - Applied Research/Publishing;
 - Conferences;
 - Courses/Programs (including those required to complete a diploma or degree program)*;

- Liaison/Visits with Industry
- Memberships/Subscriptions;**
- Performing/Presenting;
- Purchase of books;
- Purchase of software;
- The cost of basic home internet service;
- Purchase of computer hardware and digital devices that are used in the performance of the **faculty member's** duties;
- Purchase of specialized supplies necessary for workshops or other specific professional development activities;
- Seminars/Workshops;
- Study of new techniques and technology; and
- Other approved activities.

* Most courses offered through the College (within regular programs and the Centre for Continuing Studies) have tuition fees waived. Courses pertaining to the **faculty members' Provincial** Instructor Diploma have tuition reimbursed after successful completion. Fees for other regular College programs may also be reimbursed. The PD Funds budget does not cover tuition fees that have been waived or are eligible for reimbursement through other College funds.

** All attempts should be made to have departmental budgets pay for memberships so all may benefit. Departmental and institutional memberships should also be sought. Where funds are not available in department budgets, the PD Funds Budget will fund individuals to purchase memberships that publish materials that enhance professional knowledge. Some journals and newsletters are made available through the library.

- 4.2 When materials are purchased from individual professional development funds, the ownership of the item(s) purchased resides with the College and the control of usage remains with the individual. Items purchased will reside in the **faculty member's** department after the individual determines the expiration of their professional project or activity.

5 Ineligible Expenses

- 5.1 The PD Funds Budget does not cover office supplies such as paper, disks, ribbons, pens, etc.
- 5.2 The PD Funds Budget does not cover travelling expenses or accommodation when **faculty members'** main reason for travel is vacation which includes attending a

professional development event. Specific fees such as registration and books will be covered for the professional development activity.

5.3 The PD Funds Budget does not cover the payment of professional dues such as licenses, recertification, etc.

5.4 PD Funds are not to be used to cover the cost of a substitute **faculty member**.

6 Eligible Faculty Members

6.1 **To be eligible for professional development funds under Appendix IX, a faculty member must be eligible for professional development under Article 6.6.2 or 6.6.2.1 of the Agreement, provided that:**

a) **faculty members** returning from leave are not eligible for **professional development** and **professional development** funds unless they are able to perform 7 months of duty within the fiscal year **and**

b) **faculty members** on approved education leave under Article 8.3 of the Agreement shall be entitled to access professional development funds under Appendix IX during such leaves.

6.2 Department Heads will be contacted on May 1 of each fiscal year to supply an estimate of the number of faculty in the department eligible for professional development funding.

7 Allocation of Funds

7.1 The allocation for each fiscal year will be determined by the PD Funds Committee and the membership will be informed of their allocation.

7.2 All activities receiving funding approval must be carried out within one fiscal year. Requests may be approved by the PD Funds Subcommittee for activities taking place in the next fiscal year but payment would come from the following fiscal year's PD funds budget. Payment will be available only after the allocation of the new fiscal year has been determined.

8 Responsibilities

8.1 Only members of the PD Funds Committee will have the authority to approve or deny a PD funds request, including requests for advanced funds. Only members of the PD Funds Committee will have the authority to release funds from the Association PD Funds budget.

8.2 The PD Funds Committee shall be solely responsible for approving applications from **faculty members** for funds to be utilized with respect to professional development and the disbursement of such funds. The chair of each PD Funds Subcommittee, or delegate, will sign as approving each request and will provide a budget number for Financial Services.

- 8.3 The PD Funds Subcommittees will monitor the use of the funds and will keep records of the allocations in cooperation with Financial Services. The Subcommittees will meet on a regular basis to adjudicate applications. Approval for PD funds may take up to 4 weeks.
- 8.4 Approval for PD funds for members serving on the PD Funds Committees shall be handled by the Association Executive if there is not consensus within the Subcommittees regarding the request.

9 Application Procedure

- 9.1 All **requests for** professional development funds must be presented, in writing, in the form of a project or activity which enhances professional knowledge. To receive professional development funds, these projects may utilize all or part of the **faculty member's available** professional development **days** (Article 6.6.2) OR may take place on the **faculty member's** own time.
- 9.2 A **faculty member** will request professional development time and/or funds through the "Leave & Expense Report Form". In order to receive funds from the PD Funds budget, applicants complete the VCCFA Professional Development Funds Money Request form. A **faculty member** may request his/her allotment of PD funds with any professional development activity as long as the individual's annual allocation has not been exceeded. A PD Funds request must pertain to or be related to professional development. A brief description must be included in the funds request.
- 9.3 When a PD request is approved (see Article 6.6.6) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Dean or Director to the PD Funds Committee for approval. The PD Funds Subcommittees will review the application and inform the **faculty member** whether their request for funds has been approved.
- 9.4 Within one month of the completion of professional development, **faculty members** who have received approval to use PD funds shall submit their receipts to the PD Funds Subcommittee with a copy of their approved request. Official receipts, cancelled cheques or credit card receipts will be required. The receipts will be forwarded to Financial Services.
- 9.5 In some situations where a **faculty member** requires an advance of funds, monies will be forwarded as soon as possible and receipts will be supplied to the PD Funds Subcommittee upon completion of the activity. **Faculty members** will reimburse the College for any funds received in excess of expenditures. All requests for advanced funds must be approved by the PD Funds Committee.
- 9.6 Prior approval must be received from the PD Funds Committee for all purchases. Any exceptions will be considered on an individual basis and will require appropriate documentation and description.
- 9.7 **Faculty members** may be required to complete purchase order requisitions for specific materials or equipment. The PD Subcommittee will inform **faculty members** when such documentation is required.

- 9.8 Under no circumstances will PD funds be used to purchase equipment or materials for departmental or classroom use.

10 Pooling of PD Funds

- 10.1 PD Funds are intended for individual professional development. However, under certain circumstances, pooling of funds may be desirable.
- 10.2 After discussion, **faculty members** may pool all or part of a **faculty member's** PD funds to finance large endeavours such as a **faculty member** attending an event outside the province, bringing a special guest in for a seminar or workshop or organizing a group professional development activity. Requests for pooling must first be made to the PD Funds Subcommittee and approved. ALL **faculty members** involved in the merging of funds must voluntarily sign the request to signify agreement with the plan.
- 10.3 Requests must be \$50 minimum per **faculty member**
- 10.4 All plans to pool PD funds must be restricted to the current fiscal year and must not impact on future years. The PD Funds Subcommittee will not be a party to pooling arrangements that affect subsequent years.

11 Timelines for Requests for PD Funds

- 11.1 All requests for PD funds must be made by the last day of February of each fiscal year.
- 11.2 All receipts must be submitted to the PD Funds Subcommittee by March 15 to be included in the current fiscal year.

12 Unused Funds

- 12.1 Any PD funds remaining as of March 31 will be used to provide "top-up" to **faculty members**. "Top-up" funds shall be provided equally to **faculty members** who have requested PD funds and who have spent more than the maximum amount allocated to them prior to March 31.

13 Appeal Procedure

- 13.1 Written appeals of any decision by the PD Committee or Subcommittee will be addressed by the Executive of the Association.

APPENDIX XI
ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS

(Pursuant to Article 6.6.8)

1. The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing **faculty members** with Adjudicated Professional Development Funds for the term of the Agreement.
2. The Budget Line shall be established at the amount of \$50,000 for each fiscal year of the Agreement.
3. These funds will be administered by a joint committee of at least 2 representatives of the College and 2 representatives of the Association.
4. This Committee will develop a mutually agreed upon process and procedure based on the following:
 - **faculty members** must apply to the Committee for the funds;
 - disbursement will be by an adjudication process; and
 - monies are only available for “hard costs” (for example: costs for courses and conferences) directly related to the **faculty member’s** program or area.

APPENDIX XII
COMMON FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE

LETTER OF UNDERSTANDING

Pursuant to **Article 16 of the Common Agreement** establishing a Common Faculty Professional Development Fund, the parties agree to the following:

1. The Common Faculty Professional Development Fund process will include the establishment of a joint committee of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator(s).
2. This Committee will operate on the basis of mutually agreed process and criteria established in Guidelines which the parties will annually review and amend as necessary.

APPENDIX XIII SPLIT SHIFTS

LETTER OF AGREEMENT

The College in consultation with the Association will endeavour to improve the working conditions of those whose assigned duty is split, causing a work day which is not completed within 6.5 hours.

1. The College will provide access to clean and safe change rooms with shower facilities at each campus.
2. The College will provide a lounge space on each campus where **faculty members** can relax during the time between shifts.
3. The College will provide office space at each campus and access to telephone, computer and photocopier.
4. At the request of either the College or the Association, the parties will establish a joint committee consisting of 2 members of College administration and 2 members of the Association to consider any unresolved issues affecting **faculty members** working evening, weekend and split shifts including but not limited to:
 - resources available
 - services, hours or work, and
 - implication of working unsociable shifts.

APPENDIX XIV DEPARTMENT LEADER RELEASE

LETTER OF UNDERSTANDING

1. The parties acknowledge that the Department Leaders provide a valuable role at the College. The current responsibilities and duties of Department Leaders vary widely across the College.
2. Effective on ratification of this Agreement, the total amount of Department Leader release time available for distribution in each fiscal year **will be the greater of the following:**
 - a) **4785.5 days; or**
 - b) **the number of days that is equal to the total number of student FTEs reported in the audited Ministry FTE Summary for the College for the previous fiscal year, multiplied by 0.696.**
3. **Any available release days over and above 4785.5 days in a fiscal year will be added to the “release days not yet allocated” category for that fiscal year only, and will be allocated using the process described in paragraph 5 below.**
4. The total amount shall be allocated as per the following Department Leader Release Chart.
 - a) **Departments will get a minimum of 35 days.**
 - b) **The School of Instructor Education (SIE) and the Learning Centre will each get 35 days.**
 - c) **Departments with retail activities will be recognized.**
5.
 - a) It is the intent of the parties that all Department Leader release days which are available for distribution under this Appendix XIV but which have not yet been allocated shall be allocated fully. Such allocation shall be determined by a joint subcommittee established under Article 3.10. Depending on the total number of release days that is available for distribution, the joint subcommittee shall consider the following guidelines:
 - 1) **seven release days may be allocated to each department transitioning to a new Department Leader;**
 - 2) **five release days may be allocated to each department undergoing accreditation or a program renewal;**
 - 3) **one release day may be allocated to the Library Public Services Department to support each accreditation or program renewal process;**

- 4) any release days which remain unallocated at the end of January in each fiscal year will be allocated to departments at the discretion of the joint subcommittee, having regard to the factors outlined below.
- b) The joint subcommittee shall continue the discussions between the parties regarding factors relevant to Department Leader release time, including:
 - 1) the ability of Department Leaders to access their professional development time or other leave periods, including replacements for these periods;
 - 2) the workload of Department Leaders;
 - 3) the allocation and availability of support, including clerical support, to departments and Department Leaders; and
 - 4) orientation and training needs of Department Leaders.
6. It is not the intention of the College to alter the current Department Leader release allocation. Any decision by the Board to alter the existing budget allocation for Department Leader release will be based on significant program changes and will only be taken after consultation between the College and the Association. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

Department Leader Release Chart

	Instructional Departments	Release Days
1	Visually Impaired <ul style="list-style-type: none"> • Program for the Visually Impaired 	50
2	Community & Career Education <ul style="list-style-type: none"> • Food Service Careers • General Skills Community and Career Education (CACE) 	101
3	College & Career Access <ul style="list-style-type: none"> • Access to Careers and Education (ACE) Program • Adult Basic Education (ABE) Youth • Adult Basic Education (ABE) Computer Lab • English & Social Sciences • Math & Science 	329
4	Basic Education <ul style="list-style-type: none"> • Basic Education 	180
5	Humanities <ul style="list-style-type: none"> • Economics – University Transfer (UT) • English Literature/Reading & Study Skills/Writing Skills 	90

	<ul style="list-style-type: none"> English – University Transfer (UT) First Nations Ingenious Studies (UT) Geography – University Transfer (UT) Law Psychology Psychology – University Transfer (UT) Sociology – University Transfer (UT) 	
6	Mathematics <ul style="list-style-type: none"> Mathematics Mathematics – University Transfer (UT) 	90
7	Science <ul style="list-style-type: none"> Anatomy & Physiology – University Transfer (UT) Biology Biology – University Transfer (UT) Chemistry Chemistry – University Transfer (UT) Physics Physics – University Transfer (UT) Engineering – University Transfer (UT) Engineering Analysis Computer Programming – University Transfer (UT) 	135
8	Deaf & Hard of Hearing <ul style="list-style-type: none"> American Sign Language (ASL) for Deaf & Hard of Hearing English / Numeracy Upgrading Job Readiness Speechreading / Oral Language 	67.5
9	American Sign Language (ASL) & Deaf Studies <ul style="list-style-type: none"> American Sign Language (ASL) & Deaf Studies Public Speaking 	69
10	English as an Additional Language <ul style="list-style-type: none"> English as an Additional Language (EAL) English as an Additional Language (EAL) – University Transfer (UT) Teaching English as a Second Language (TESOL) 	450
11	TESOL <ul style="list-style-type: none"> Teaching English as a Second Language (TESOL) 	90
12	Language Instruction for Newcomers to Canada (LINC) <ul style="list-style-type: none"> English as an Additional Language (EAL) 	
13	Jewellery Art & Design	45

	<ul style="list-style-type: none"> • Jewellery Art & Design 	
14	Computer Aided Design (CAD) & Building Information Modelling (BIM) Technologies <ul style="list-style-type: none"> • Architectural • Civil/Structural Steel Detailing 	90
15	Auto Collision Repair <ul style="list-style-type: none"> • Auto Collision • Automotive Refinishing/Preparation 	135
16	Automotive Service Technician <ul style="list-style-type: none"> • Automotive Service Technician 	135
17	Heavy Duty Commercial Transport <ul style="list-style-type: none"> • Heavy Duty • Commercial Transport 	135
18	Digital Graphic Design <ul style="list-style-type: none"> • Web Design • Print Design and Communications 	44
19	Hair Design / Esthetics <ul style="list-style-type: none"> • Esthetics • Hair Design 	135
20	HealthCare Communication Management <ul style="list-style-type: none"> • Medical Billing for Medical Office Assistant • Medical Office Assistant • Medical Office Procedures • Medical Secretary • Medical Transcriptionist • Nursing Unit Clerk Clinical 	112.5
21	Continuing Care <ul style="list-style-type: none"> • Acute Care Skills • Healthcare Assistant 	180
22	Practical Nursing <ul style="list-style-type: none"> • Practical Nursing • Practical Nursing Clinical • Advanced Practice Licensed Practical Nurse • Professional Communication 	270
23	Bachelor of Science in Nursing/Health Unit Coordinator <ul style="list-style-type: none"> • Baccalaureate Nursing 	181

	<ul style="list-style-type: none"> • Baccalaureate Nursing Clinical • Baccalaureate Nursing Health Law • Basic Medical Terminology • Health Unit Coordinator • Health Unit Coordinator Clinical • Pathophysiology • Professional Communication 	
24	<p>Allied Health</p> <ul style="list-style-type: none"> • Aboriginal Health Science • Autopsy Technician • Pharmacy Technician • Medical Laboratory Assistant – Electrocardiography • Medical Laboratory Assistant – Venipuncture • Occupational Therapy • Physical Therapy Technician 	90
25	<p>Dental Hygiene</p> <ul style="list-style-type: none"> • Behavioural & Biomedical Sciences • Clinical Dentistry • Dental Hygiene • Dental Hygiene Distributed Learning 	90
26	<p>Certified Dental Assisting / Dental Reception Coordinator</p> <ul style="list-style-type: none"> • Certified Dental Assisting • Certified Dental Assisting (Distance Delivery) • Dental Receptionist Coordinator • Dental Hygiene 	135
27	<p>Denturist & Dental Technology</p> <ul style="list-style-type: none"> • Biological Sciences • Business Management for Dental Programs • Clinical Dentistry • Dental Technician • Denturist 	67.5
28	<p>Applied Business</p> <ul style="list-style-type: none"> • Administrative for Administrative Assistant & Executive Assistant • Bookkeeping & Accounting for Administrative Assistant & Executive Assistant • Clinical Procedures for Medical Office Assistant • Economics for Executive Assistant • Human Relations Skills for Medical Office Assistant and Medical Transcriptionist programs • Legal for Administrative Assistant & Executive Assistant • Medical Billing for Medical Office Assistant • Medical Office Assistant 	126

	<ul style="list-style-type: none"> Organizational Behaviour and Human Resources Management for Executive Assistant 	
29	Baking & Pastry Arts <ul style="list-style-type: none"> Baking & Pastry Arts 	104
30	Culinary Arts <ul style="list-style-type: none"> Chefs Restaurant Management 	270
31	Asian Culinary Arts <ul style="list-style-type: none"> Asian Culinary Arts 	45
32	Hospitality Management Diploma & Degree <ul style="list-style-type: none"> Food Service/Restaurant Management – Chefs Food Service/Restaurant Management – Restaurant Management Hospitality Management – Accounting Hospitality Management – Business Communications/Public Speaking Hospitality Management – Computer Application Software Hospitality Management – Hotel Management Hospitality Management – Human Resources/Organizational Behaviour Hospitality Management – Marketing/Law Hospitality Management – Micro-economics/Statistics Bachelor of Hospitality Management – Business Operations Bachelor of Hospitality Management – Finance and Economics Bachelor of Hospitality Management – Human Resource Management, Labour Relations, Leadership and Career Development Bachelor of Hospitality Management – Research Methods and Capstone Bachelor of Hospitality Management – Sales and Marketing 	270
33	Music <ul style="list-style-type: none"> Academic – Bachelor of Applied Music Academic – Music Diploma Academic – Dance Diploma Skills – Dance Diploma Ensembles – Bachelor of Applied Music Ensembles – Music Diploma Entrepreneurial Skills for Dance Individual Instruction (Instrument/Vocal) – Bachelor of Applied Music Individual Instruction (Instrument/Vocal) – Music Diploma 	135

	<ul style="list-style-type: none"> • ORFF Teacher Training • Skills – Bachelor of Applied Music • Skills – Music Diploma 	
	Sub-Total: Instructional Departments	4446.5

	Instructional Service Departments & SIE	
34	Counselling Services <ul style="list-style-type: none"> • Counselling Disability Services <ul style="list-style-type: none"> • Disability Counsellor 	90
35	Library Services <ul style="list-style-type: none"> • Library Public Services • Library Technical Services • Library Systems 	45
36	Learning Centre <ul style="list-style-type: none"> • Learning Centre 	35
37	Instructor Education	35
	Sub-Total: Instructional Services & SIE	205
	Release Days Not Yet Allocated	134
	TOTAL: RELEASE DAYS	4785.5

APPENDIX XV HEALTH NURSES

LETTER OF UNDERSTANDING

The parties have agreed to delete the definition of and references to Health Nurses, temporary and casual **faculty members** and the associated Articles from this Agreement.

In the event the College re-establishes health nurse positions, the parties further agree that:

- a) the definition of and references to Health Nurses, temporary and casual **faculty members** in the local Collective Agreement dated April 1, 2001 to March 31, 2004 will be used as a reference for the parties and understood to be incorporated into the local Collective Agreement in force at the time; and
- b) the associated Articles applying to Health Nurses, temporary and casual **faculty members** in the local Collective Agreement dated April 1, 2001 to March 31, 2004 will be incorporated into the local Collective Agreement in force at the time. When incorporating the associated Articles, the parties agree to make changes to articles to achieve consistency with the parallel articles for **faculty members**. Any changes to the Articles will be made by mutual agreement.

APPENDIX XVI
ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES
LETTER OF UNDERSTANDING

The College acknowledges that some instructors may require additional resources to provide an appropriate learning environment for students with disabilities.

To assist instructors working with students with disabilities, the College will:

1. Provide workshops to assist instructors in achieving success for students with disabilities that include the accommodation process, available resources for students and instructors, classroom-student-instructor management and instructional support.
2. Provide mentoring, assistance or training for instructors who teach students with disabilities.

APPENDIX XVII BANKED VACATION DAYS

From January 1, 1982 to March 31, 1983, **faculty members** earned 55 days vacation entitlement but only utilized 44 days of annual vacation entitlement. The parties have agreed that the remaining 11 days shall be banked for those affected **faculty members**. It is intended that the affected **faculty members** may either have the banked 11 days paid out upon termination; or may utilize the days, in addition to annual vacation, with the approval of the appropriate Vice President or delegate.

The parties will maintain a list of the affected **faculty members**.

APPENDIX XVIII
AREA HIRING QUALIFICATIONS
For Faculty in VCC Departments

Process for Revising Area Hiring Qualifications

1. The Dean/Director, a Department or both may initiate revisions to the hiring qualifications for an Area (Article 4.2.1) when the need arises.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the recommended revisions.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the intended revision and any potential implications.
5. Per Article 4.2.2, the revised hiring qualifications in any Area will not apply to:
 - a) Any existing permanent or probationary regular **faculty members** in that Area, or
 - b) Any term **faculty members** who have held appointments in that Area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for **faculty members** covered under Article 4.12.2).
6. The revised Area hiring qualifications will be documented as per the attached Form "New Area and Hiring Qualifications Established / Revised" and then submitted to the appropriate Vice President for approval. A list of **faculty members** who will be 'grandparented' by virtue of falling under Article 4.2.2 will be attached to the Form.
7. HR will keep and maintain the original documentation and distribute copies to the Dean/Director, the Department and the FA, and place the revised information on the shared J Drive at: **J:HR-Info-Faculty Hiring Criteria**.

Process for Establishing New Areas and Hiring Qualifications

1. The Dean/Director or Department may initiate recommendations to establish a new Area and its hiring qualifications (Article 4.2.1). The Department Head must notify their Dean/Director of the Department's recommendation to establish a new Area. The Dean/Director will consult with the faculty in a Department when initiating a recommendation to establish a new Area.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the intent to establish a new Area.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the creation of the new Area, its hiring qualifications and any potential implications.

5. The new Area and hiring qualifications will be documented and then submitted to the appropriate Vice President for approval per the attached Form “New Area and Hiring Qualifications Established / Revised”. For current **faculty members** affected by the establishment of the new Area, HR, in consultation with the FA and the Dean/Director, will document the names of the **faculty members** and their rights, such as being grandparented in the new Area (Article 4.2.2).
6. HR will keep and maintain the original documentation, distribute copies to the Dean/Director, Department and the FA, and place the information on the shared J Drive at: J:\HR-Info\Faculty Hiring Criteria.
7. The new Area shall be considered part of the Agreement's Appendix II Areas.

NEW AREA & HIRING QUALIFICATIONS ESTABLISHED/REVISED

Please check the appropriate box:

New Area	New Department	Revised Title	Revised Qualifications	Revised Title & Revised Qualifications
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Department: _____

Area: _____

Effective

Date: _____

Please attach old and revised hiring qualifications / or details on new area.

I. DEPARTMENT

Meeting held with Department.

Yes ☐ Date: _____

Meeting held with Dean / Director.

Yes ☐ Date: _____

DEPARTMENT HEAD SIGNATURE

II. VCCFA:

Consulted with Department regarding revisions.

Yes ☐ Date: _____

FACULTY ASSOCIATION SIGNATURE

III. DEAN / DIRECTOR:

VCC confirms and recommends revisions to V.P.

Yes ☐ Date: _____

DEAN / DIRECTOR SIGNATURE

IV. VICE PRESIDENT

VICE PRESIDENT SIGNATURE

Approval

Date: _____

Original Returned to HR.

See attached list of (Affected/Grandparented/Included) **faculty members**.

APPENDIX XIX INSTRUCTIONAL ASSOCIATES

Letter of Understanding

Between

Vancouver Community College
and
VCC Faculty Association

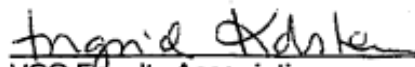
Re: Instructional Associates

The Union and College agree to the following:

This agreement is without prejudice or precedent to the parties' respective positions regarding any grievance arising out of the November 19, 2002 Consent Award from Stephen Kelleher.

1. The parties will use the attached revised Appendix 'A' as the Job Description for Instructional Associates.
2. Instructional Associates will be administratively placed in the Centre for Instructional Development.
3. Instructional Associates will be eligible to apply for a second three year term.
4. The parties will meet to review this agreement by May 1, 2008.
5. The provisions of this Letter of Understanding are subject to Article 12 of the Collective Agreement.


Vancouver Community College


VCC Faculty Association

July 13, 2007
Date

Agreed Revised Appendix “A”
to
November 19, 2002 VCC/VCCFA Consent Award
Instructional Associates
Job Description

General Statement

Instructional Associates are responsible to the Dean of the Centre for Instructional Development (“the Centre”) and hold faculty positions. They are covered by the Collective Agreement between the College and the VCCFA.

General Areas of Responsibility

The Instructional Associates work with Department Heads, Deans and Directors and are expected to assume duties in the following areas of responsibility:

- Program, curriculum and instruction and related projects initiated by the Education Schools and Centres and the Educational Service Areas
- Planning, development and implementation of the Centre’s short and long term plans
- Responsibilities as set out in the Collective Agreement for Instructional Associates

Specific Duties

In consultation with the Dean of the Centre, Instructional Associates will organize themselves to do the following:

1. Chair Department Head, Assistant Department Head and Coordinator Selection Committees and facilitate the process
2. Participate in the Area Hiring Recommendation Committees for the appointment of regular **faculty members**, and term or auxiliary **faculty members** when requested
3. Support Department Heads, Assistant Department Heads and Coordinators by mentoring and coaching
4. Participate in ongoing Department Leader orientation, including the delivery of orientation workshops
5. Organize and conduct program reviews in accordance with College Policy

Additionally, as assigned by the Dean of the Centre (and after consultation with the Instructional Associates as a group), the Instructional Associates will:

6. Undertake specific activities related to the development and implementation of the College's and Centre's annual and long term plans in support of teaching and learning at the College
7. Facilitate the development of curriculum for existing offerings and additional programs or courses within the Education Schools and Centres and the Educational Service Areas and/or College-wide
8. Help determine and meet the professional development needs of **faculty members** on an area, Department, School, Centre or College-wide basis
9. Facilitate the implementation of program review recommendations
10. Attend and participate in Education School and Centre meetings, Program Advisory Committee meetings, Educational Service area and College-wide meetings
11. Conduct research and other projects related to teaching and learning at the College on a School, Centre or Educational Service area or College-wide basis
12. Enhance relationships with business, industry and other external partners
13. Undertake other related responsibilities.

**APPENDIX XX
CURRICULUM DEVELOPMENT FUNDS**

LETTER OF UNDERSTANDING

The College will ensure that faculty representatives are included on any committee established by the College to discuss and approve proposals **for the use of curriculum development funds.**

APPENDIX XXI
REVIEW OF INSTRUCTIONAL PERFORMANCE REVIEW PROCESS

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APPENDIX XXII RETIREMENT AND SUCCESSION ISSUES

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the following:

- mechanisms for assisting existing faculty to transition into retirement, and for recruiting new faculty; and
- succession planning and the creation of mentoring opportunities.

The joint subcommittee will be established under Article 3.10, and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by **December 31, 2015**.

This Letter of Understanding will expire on the date of completion of the subcommittee's report or the expiry of the Collective Agreement, whichever occurs first.

**APPENDIX XXIII
MOVEMENT FROM SEMI-MONTHLY TO BI-WEEKLY PAY PERIODS**

LETTER OF UNDERSTANDING

When **the College implemented** biweekly payroll **in 2013**, the College provided each **faculty member who was employed at that time** with a one-time advance equal to one week's wages (the "Advance"), to allow for the implementation of a five-day processing lag and the transition from a semi-monthly to a bi-weekly pay system. The **parties have agreed that the** Advance shall not bear interest.

A **faculty member who received an Advance** may elect to repay the amount of the Advance at any time. If the full amount of the Advance has not been repaid in full by the time when the faculty member's employment with the College ends, the outstanding amount of the Advance will be deducted from the final wages owed to the faculty member.

APPENDIX XXIV MATERNITY LEAVE AND ADOPTION LEAVE FOR TERM INSTRUCTORS

MEMORANDUM OF AGREEMENT

1. The provisions of this Settlement Memorandum apply to pregnant, new, or adoptive mothers who are Term Instructors who have held contracts of employment for a minimum of six months as provided in Article 4.11.4 c)
2. The provisions of this Settlement Memorandum are intended to set out the entitlement of Term Instructors to maternity or adoption leave and to ensure that Term Instructors are in the same, but not better, position with respect to accrual of seniority and days toward regularization that they would have been had the leave not been taken.
3. The parties agree to set out in a Memorandum of Agreement ("MOA"), their mutual interpretation of the applicability of Article 8.13 (**Maternity Leave and Parental Leave**) and Article 8.14 (**Adoption Leave**) to Term Instructors no later than May 31, 2008. This MOA shall remain in full force and effect until the parties mutually agree otherwise.
4. If a Term Instructor wishes to request maternity or adoption leave such request shall be in writing and the Term Instructor shall provide the College with a doctor's certificate indicating the expected due date, or in the case of an adoptive mothers, shall provide the College with some evidence of entitlement to the leave.
5. Subject to the terms of the MOA, a Term Instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.11.4(c).
6. The Term Instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from those appointments only in accordance with the agreed upon interpretation of Article 8.13 and Article 8.14 set out in the MOA. If there is no appointment to which the Term Instructor would have been entitled, the Term Instructor will not be considered to be on leave.
7. Term Instructors will be contacted by the Dean or delegate, or Department Head, in the usual manner when term work is available and offered appointments in accordance with Article 4.11.4(c). The Term Instructor may accept such appointments and request maternity or adoption leave (whichever is applicable).
8. If the leave requested is to commence or expire during a term appointment, the Term Instructor shall advise the Dean or delegate, or Department Head, at the time she accepts the term appointment that she will be on leave for a portion of the period of the appointment. The Term Instructor and the College shall meet to attempt to reach agreement on the work to be performed by the Instructor during the appointment. Such work will be as per Article 6.1 or other duties as agreed between the parties. Should the College and Term Instructor not reach agreement, the College has the right to determine and schedule the Term Instructor's duties, as it deems appropriate.

9. For purposes of Article 4.12 (**Regularization**) and Article 10.1.4 (Seniority for Term Instructors) Term Instructors will accrue seniority and days toward regularization for up to fifty-two consecutive weeks from the commencement of any Maternity or Adoption Leave. Seniority and days toward regularization will accrue only for the time period(s) of appointments to which the Term Instructor would be entitled pursuant to Articles 4.11.4(c), 4.12.3 and 10.1.4.1.
10. Should a Term Instructor who has completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that Term Instructor will be regularized forthwith in accordance with Article 4.12.1 for purposes of being offered appointments and accruing seniority. Should regularization occur at less than 100% time status, term appointments will be offered to the Term Instructor (now regularized) in the usual manner as per Article 4.11.4(b). If she accepts the offers, she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her return to work, the Term Instructor shall be entitled to all benefits as a permanent regular **faculty member** in accordance with her time status.
11. Should a Term Instructor who has completed only one successful evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that Term Instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have been regularized at less than 100% time status, term appointments will be offered to the Term Instructor in the usual manner as per Article 4.11.4(b). If she accepts the offers, she will be granted the appointments and will be placed on leave therefrom and shall accrue seniority and days worked for the purpose of credit for time status. On her return to work, that Term Instructor will continue to be offered work and accrue seniority as though she had been regularized, but she will not be regularized until such time as she has completed two successful evaluations in accordance with Article 16 and Appendix VII. The College shall initiate the evaluation process within 2 months of the Instructor's return to instructional duties. Once that Instructor successfully completes the evaluation process, the Instructor shall be regularized for purposes of seniority accrual retroactive to the first of the month following the date on which the time requirement for regularization was met. During the period prior to the second successful evaluation, she will be treated as a Term Instructor for all other purposes and there will be no retroactivity for these other purposes if the second evaluation is successful.
12. A Term Instructor who is regularized during the period of her maternity or adoption leave or who is on maternity or adoption leave and is regularized subsequently on her return to work is not entitled to parental leave pursuant to Article 8 of the Common Agreement following such maternity or adoption leave.
13. A Term Instructor is entitled to MSP benefits for a maximum of 52 consecutive weeks from the commencement of her maternity or adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.

14. A Term Instructor is entitled to Extended Health benefits (EHB) for a maximum of twenty-six consecutive weeks from the commencement of her maternity or adoption leave, during the periods that the instructor is granted and taking leave from appointments of 50% or more time status.
15. For purposes of the *College Pension Act*, a maximum of twenty-six consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that a Term Instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution. The twenty-six weeks begin no later than the date upon which the maternity or adoption leave begins.
16. This Memorandum of Settlement applies to Regular Part Time Instructors on maternity or adoption leave. When work is available, a Regular Part Time Instructor on maternity or adoption leave will be offered term appointments in the usual way; the Regular Part Time Instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.
17. The parties agree that this Memorandum applies retroactively for the purposes of seniority accrual and accrual of duty days for regularization to Sheila Allen, Florica Alexandru, Fiona Bircher, Laura Bowie, Carla Endrizzi, Margaret Fast, Sherry Lukits, Lisa Martin, and Michele Mihailoff, and will be implemented immediately. Should the parties be unable to agree on the specific implementation of this Memorandum to any of the named individuals, Arbitrator A. Hickling remains seized.
18. It is understood that no Term Instructor who, while on maternity or adoption leave from the College, accepts work elsewhere, is entitled to remain on maternity or adoption leave.
19. It is understood that if a Term Instructor accepts a term appointment and returns to work, the eligible 52-week period is ended and the instructor is not entitled to any further maternity or adoption leave in relation to that child.
20. Arbitrator Hickling remains seized of this grievance until the Memorandum referred to in paragraph 3 (above) is signed by the parties and any issues of implementation are resolved.
21. Subject to resolution of all implementation issues referred to in paragraphs 3 and 16 (above), the Vancouver Community College Faculty Association June 9, 2006 grievance is settled.

APPENDIX XXV
ENTITLEMENT OF TERM INSTRUCTORS TO MATERNITY AND/OR ADOPTION
LEAVE

MEMORANDUM OF AGREEMENT

- 1 Principles
- 1.1 This Memorandum (MOA) arises from paragraph 3 of the Memorandum of Settlement dated March 18, 2008.
- 1.2 The purpose of this MOA is to set out the parties agreed interpretation of Collective Agreement Article 8.13, **Maternity Leave and Parental Leave**, and Article 8.14, Adoption Leave as amended from time to time, for all pregnant, new or adoptive mothers who are term instructors who have held contracts of employment for a minimum of six months as provided in Article 4.11.4(c), and all part time regular instructors referred to in Article 4.10.4, of the April 1, 2014 – March 31, 2019 Collective Agreement.
- 1.3 Subject to the terms of this MOA a term instructor who is pregnant, or has recently given birth or adopted a child, shall be offered all appointments to which she would otherwise be entitled under Article 4.11.4(c).
- 1.4 The term instructor will be granted such appointments as she accepts and will be granted maternity or adoption leave from those appointments in accordance with this MOA.
- 1.5 When work is available, a regular part time instructor on maternity or adoption leave will be offered term appointments in the usual way pursuant to Article 4.1 and Article 4.11. The regular part time instructor may accept such appointment(s) and apply for continued maternity or adoption leave from those appointment(s). The College will grant maternity or adoption leave from those term appointments.
- 1.6 For purposes of Article 4.12, **Regularization**, and Article 10.1.4, Seniority for Term Instructors, term instructors will accrue seniority and days toward regularization for up to 52 consecutive weeks from the commencement of any maternity or adoption leave.
- 1.7 Seniority and days toward regularization will accrue only for the time periods of appointment(s) to which the term instructor would be entitled pursuant to Article 4.11.4(c), 4.12.3 and 10.1.4.1.
- 1.8 For purposes of Article 4.12.6, part time regular instructors will be credited with the time status for the periods of appointments to which that instructor would be entitled pursuant to Article 4.11.4(b) and Article 10.1.3.

2 Procedure

- 2.1 If a term instructor or a part time regular instructor wishes to request maternity or adoption leave, such request shall be in writing and she shall provide the College with a doctor's certificate indicating her expected due date, or in the case of an adoptive mother, shall provide the College with some evidence of entitlement to the leave.
- 2.2 As far as possible, a term instructor of part time regular instructor should apply for maternity or adoption leave at the time when the term appointment is offered or when the need for maternity or adoption leave is known.
- 2.3 Articles 8.13.1.1, 8.13.1.2, 8.13.1.3, 8.13.2.1, 8.13.2.2, 8.14.1.1, 8.14.1.2, and 8.14.1.3 shall be interpreted as follows: the term instructor shall be eligible for maternity and adoption leave for a total of 52 consecutive weeks. The 52-week period granted shall be inclusive of the entitlement, if any, of the term instructor to maternity and parental leave under the *Employment Standards Act*, of BC. Further, the protections set out in section 54 of the *Employment Standards Act*, apply to leaves taken pursuant to this MOA.
- 2.4 If the date on which a maternity or adoption leave begins or the date of the return to work from such leave falls in the middle of a term appointment, there will be a discussion between the term instructor or part time regular instructor and the College (Dean or Delegate) to determine the assigned duty as set out in Article 6.1 or such other duties as may be mutually agreed.
- 2.5 Should a term instructor who completed two satisfactory evaluations in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient duty days toward regularization during the period of her maternity or adoption leave, that term instructor will be regularized forthwith in accordance with Article 4.12.1 for purposes of being offered appointments and accruing seniority only. Should regularization occur at less than 100% time status, top-up term appointments will be offered to the term instructor in the usual manner as per Article 4.11.4(b). If she accepts the appointment(s) she will be placed on leave therefrom. The terms of this MOA apply for that term work.
- 2.6 Should a term instructor who has completed only one satisfactory evaluation in accordance with the evaluation process set out in Article 16 and Appendix VII accrue sufficient days toward regularization during the period of her maternity or adoption leave, that term instructor shall be offered work and accrue seniority as though the evaluation process had been successfully completed and she had been regularized. If she would have regularized at less than 100% time status, the instructor will be offered top-up term appointments in accordance with Article 4.11.4(b) and if she accepts she will be placed on leave therefrom and shall accrue seniority and days worked for purpose of credit for time status. The terms of this MOA apply for that work.
- 2.7 On her return to work that term instructor will be offered work and accrue seniority as though she had been regularized but she will not be regularized until such time as she has completed two successful evaluations. The College shall initiate the second evaluation within two months of the instructor's return to instructional duties. Once the instructor successfully completes the evaluation process, the date of regularization, for

purposes of seniority accrual only, will be retroactive to the first of the month following the date of which the time requirement for regularization was met.

3 Benefits

- 3.1 Article 8.13.1.4 and Article 8.14.4 are modified as follows: a term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and extended health benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity or adoption leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity or adoption leave.
- 3.2 For the purposes of the *College Pension Act*, a maximum of 26 consecutive weeks of any maternity or adoption leave will be coded appropriately to ensure that if possible under the Act, a term instructor who wishes to purchase service for the period of the maternity or adoption leave will only be required to pay her portion of the pension contribution for the period. The 26 weeks shall commence no later than the date upon which the maternity or adoption leave begins. In no case shall this provision obligate the College to pay any portion of the pension contributions should the term instructor wish to purchase service for any such leave periods.

MOA – February 2009

**APPENDIX XXVI
FLEXIBLE WORK AGREEMENT – CONTINUING CARE**

LETTER OF AGREEMENT

Further to Article 6.3.7 of the Collective Agreement between the College and the Faculty Association, the parties agree to waive Article 6.3.4 and also agree to waive Article 6.3.1, with regard to full-time Instructors in Continuing Care. The parties agree that this will include Probationary Regular, Term and Auxiliary Instructors as follows:

- a) Instructors in Acute Care Skills Area for Home Support/Resident Care Attendant in the Continuing Care Department will have a maximum of 30 hours of assigned duty per week during clinical courses. The 30 hours of assigned duty shall be 6 hours of assigned duty per day for five consecutive days of assigned duty per week.
- b) Notwithstanding (a) above, the total assigned duty hours per year for Instructors shall not exceed the total number of assigned duty hours that would have been assigned per year, if this Agreement had not been in place.
- c) Instructors in Continuing Care with 30 hours of assigned duty per week will get time off in lieu by a reduction in the number of assigned duty hours in a given week as mutually agreed between the Instructor and the Dean.
- d) Meal breaks of one hour and two fifteen-minute breaks as provided in Article 6.3.5 will continue to remain in effect.
- e) All salary, seniority, vacation, sick time accrual and any other benefits and entitlements shall be calculated as though the instructors were working a maximum of 25 hours of assigned duty per week. Because the total number of assigned duty hours shall not exceed the normal annual average, these terms and conditions will not result in a gain or loss in benefits or rights under the Collective Agreement.
- f) The pro rating provisions for part-time Instructors under Article 6.3.2 will continue to be in effect and will apply with regard to all of the provisions stated above.

The Instructors in Continuing Care have agreed to this flexible work arrangement. All new Instructors to the area of Continuing Care and all current Instructors who voluntarily agree will be subject to this Letter of Agreement.

LOA – Feb 2007

**APPENDIX XXVII
FLEXIBLE WORK AGREEMENT – PRACTICAL NURSING**

LETTER OF AGREEMENT

Further to Article 6.3.7 of the Collective Agreement between the College and the Faculty Association, the parties agree to waive Article 6.3.4, and also agree to waive Article 6.3.1 with regards to full-time instructors in Practical Nursing.

- a) Full-time instructors in Practical Nursing will have a maximum of 30 hours of assigned duty per week. The thirty hours of assigned duty shall be six hours of assigned duty per day for five consecutive days of assigned duty per week.
- b) Notwithstanding (a) above, the total assigned duty hours per year for full-time instructors in Practical Nursing shall not exceed the total number of assigned duty hours that would have been assigned per year, if this Agreement had not been in place.
- c) Instructors in Practical Nursing with thirty hours of assigned duty per week will get time off in lieu by a reduction in the number of assigned duty hours in a given week as mutually agreed between the Instructor and the Dean.
- d) Meal breaks of one hour and two fifteen-minute breaks as provided in Article 6.3.5 will continue to remain in effect.
- e) All salary, seniority, vacation, sick time accrual and any and all other benefits and entitlements shall be calculated as though the instructors were working a maximum of twenty five hours of assigned duty per week. Because the total number of assigned duty hours shall not exceed the normal annual average, these terms and conditions will not result in a gain or loss in benefits or rights under the Collective Agreement.
- f) The pro rating provisions for part-time Instructors under Article 6.3.2 will continue to be in effect and will apply with regard to all of the provisions stated above.

The Instructors in Practical Nursing have agreed to this flexible work arrangement. All new Instructors to the area of Practical Nursing and all current Instructors who voluntarily agree, will be subject to this Letter of Agreement.

LOA – February 2005

APPENDIX XXVIII SELECTION OF THE COORDINATOR, LEARNING CENTRE

LETTER OF UNDERSTANDING

Regarding the selection of the Coordinator, Learning Centre, which is a department comprised primarily of CUPE members, the College and the Faculty Association agree to the following procedures:

1. The selection process and composition of the Selection Committee will be as per **Appendix XXXVI**.
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area will also attend the meetings and the Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be schedule and conducted as per **Appendix XXXVI** of the Collective Agreement

LOU – November 2005

**APPENDIX XXIX
APPOINTMENT OF INSTRUCTIONAL FACULTY IN THE SCHOOL OF INSTRUCTOR
EDUCATION**

LETTER OF UNDERSTANDING

1. If the School of Instructor Education (SIE) has need of an instructor to perform instructional duties in substitution for a regular or term instructor for a period(s) not to normally exceed 19 duty days, it shall appoint an auxiliary employee who has successfully completed the process set out in Article 4.5.2.
2. Regular instructors in the SIE will select the courses they wish to teach within the Lower Mainland of B.C. for which they are qualified to teach. (They will do this by seniority: the most senior such instructor selecting first.) If there are not enough courses in the Lower Mainland to comprise a complete workload for a regular instructor, the instructor may select courses that are outside the Lower Mainland.
3. If the SIE determines there is available work in addition to the work performed by the regular instructors in the SIE, it will offer such available work as term appointments pursuant to Article 4.11.4 if such work:

- a) is for a complete course of instruction even if for 19 consecutive duty days or less, and
- b) is within the Lower Mainland of B.C.

If such work is outside the Lower Mainland, the SIE will first attempt to hire a qualified individual on term appointment from the local area. If no such individual is available, the SIE will offer such work as a term appointment pursuant to Article 4.11.4.

4. In the event that a term instructor's appointment is cancelled, the instructor, whose term appointment was cancelled, shall be offered a term appointment that has
 - a) not commenced; and
 - b) been assigned to a less senior term employee.

In the event that a term instructor's appointment is cancelled after the initial start date of the appointment, Article 5.3.4 will apply.

LOU – January 2008

APPENDIX XXX ASSIGNED DUTY IN DESIGNATED AREAS

SETTLEMENT AGREEMENT

1. Article 6.1.2 duties for Instructors as specified in point 3 below will be in accord with the workload profiles currently in place for each of the University Transfer areas and for each area in Music (Diploma and Degree) and for each area in Hospitality Management (Diploma and Degree).
2. Article 6.1.3 duties for Instructors as specified in point 3 below will be in accord with the workload profiles currently in place for each of the University Transfer areas and for each area in Music (Diploma and Degree) and for each area in Hospitality Management (Diploma and Degree).
3. Instructors at the College who are employed at 50% or more and teaching in one of the following:
 - University Transfer first year courses;
 - Areas in Music (Diploma and Degree); or
 - Areas in Hospitality Management (Diploma and Degree)will have within their assigned duty a maximum of 20 days of additional other assigned duty as per the guidelines below:
 - a) Regular instructors employed at 100% employment and fully scheduled into one of the areas referred to in paragraph 3 above will receive 20 days of additional other assigned duty in accord with paragraph 5 below.
 - b) Regular instructors scheduled less than 100% and teaching in one of the areas referred to in paragraph 3 above for 50% or more but less than 100% shall receive a prorated amount of additional other assigned duties in accord with paragraph 5 below based upon the percentage of assigned duty in that area.
 - c) An instructor in one of the areas referred to in paragraph 3 above who is not able to be scheduled for a prorated percentage of additional other assigned duties because of teaching schedules, within the area or across areas or departments as the case may be, will not be eligible for additional other assigned duties. The College's schedules will prevail.
4. Instructors with term appointments in one of the areas referred to in paragraph 3 above who have taught 50% or more for each of 2 consecutive semesters in one of those areas shall be entitled to a prorated amount of the additional other assigned duties.
5. The additional assigned duties are assigned by the Dean responsible for the area and are duties that specifically further the educational needs of the College as determined by the Dean. The Dean will be responsible to assign duties in consultation with the instructor and the Department Head prior to the time scheduled for the additional

assigned duty. The Dean at any time may request from an instructor a report and/or evidence that the assigned duty has been undertaken.

6. At no time can additional other assigned duty time be taken as payment in lieu; result in total assigned duty for the fiscal year being more than 100%; or be carried over to the next fiscal year.
7. The Association agrees that as at the date of ratification of this Collective Agreement, there are no outstanding issues between the parties pertaining to the establishment of an academic year and/or access to additional other assigned duty (also referred to as “ninth month duties”) in other departments or areas. This shall not prevent the Association from filing a grievance regarding the interpretation or an alleged violation of this Appendix.

SOA – June 2006

APPENDIX XXXI
SELECTION OF THE COORDINATOR II, SYSTEMS AND TECHNICAL SERVICES
LETTER OF UNDERSTANDING

Regarding the selection of the Coordinator II, Systems and Technical Services, which is a department comprised primarily of CUPE members, VCC and the VCCFA agree to the following procedures:

1. The selection process and composition of the Selection Committee will be as per **Appendix XXXVI**.
2. The Selection Committee will meet to short list the candidates.
3. An informal meeting will be arranged prior to the interview date for candidates to meet with the CUPE staff in the department or area.
4. These meetings will be scheduled individually. Each candidate will have the opportunity to make a brief presentation and answer questions.
5. The Chair of the Selection Committee and the Director responsible for the area will attend the meeting as well. The Chair of the Selection Committee will present the information to the Selection Committee.
6. The Selection Committee will receive and consider any comments submitted by CUPE staff regarding the candidates.
7. The interviews will be scheduled and conducted as per Collective Agreement **Appendix XXXVI**.

LOU – June 2004

**APPENDIX XXXII
RETIREMENT PREPARATION LEAVES**

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association agree that during the life of the 2014-2019 collective agreement, there shall be no retirement preparation leaves offered or granted by the College under Article 8.11.

**APPENDIX XXXIII
INSTRUCTIONAL ASSOCIATES**

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss the potential restructuring of the instructional associate role to better meet the needs of the College and its faculty.

The joint subcommittee will be established under Article 3.10 and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by June 30, 2016.

This Letter of Understanding will expire on the date of completion of the joint subcommittee's report.

**APPENDIX XXXIV
TEACHING AND LEARNING SUPPORT**

(New Appendix)

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to discuss mechanisms and/or structures for improving teaching and learning support to faculty.

The joint subcommittee will be established under Article 3.10 and will be comprised of at least two representatives of the College and two representatives of the Association, to a maximum of three representatives each.

The goal of the joint subcommittee will be to complete its discussions and provide a report to the parties outlining its findings and recommendations by June 30, 2016.

This Letter of Understanding will expire on the date of completion of the joint subcommittee's report.

**APPENDIX XXXV
ELECTION PROCEDURE: DEPARTMENT LEADERS**

(New Appendix)

LETTER OF UNDERSTANDING

See Article 13.3

1. Position Posting

- 1.1** Prior to the distribution of a job posting, the College shall forward a copy of the posting to the Association for review. The Association shall respond within 5 working days.
- 1.2** The posting takes place as per Article 13.1, (Posting). All timelines may only be waived with the mutual approval of the Association and the College.
- 1.3** Within the posting period, the Association shall notify the appropriate Dean or Director of the Steward or delegate who will chair the election.
- 1.4** The Chair of the election shall, within the posting period, consult with the department or area members, to set the election, to be held no later than **8 weeks** prior to the commencement of an appointment. Two weeks notice of the meeting shall be given. The College shall provide clerical support to the election process.
- 1.5** All **faculty members** in an area or department who in the month of the meeting hold or held term or regular appointments; who are on vacation accrued while they were members of the department or who are on approved leaves of absence shall be eligible to attend and vote.
- 1.6** The Chair shall meet with an Instructional Associate to review the applications in order to ensure that the minimum qualifications for the position have been met.
- 1.7** The Chair shall, in writing, advise all **faculty members** concerned of the candidates' names in alphabetical order and that arrangements can be made through the appropriate Dean's or Director's office to make the resumes available for review.
- 1.8** All candidates will be notified of the meeting time and that they will have an opportunity to speak for up to 5 minutes.

2 Election Meeting

- 2.1** Candidate resumes will be available at the meeting place for a half-hour prior to the meeting.
- 2.2** After the opening statements of each candidate, the Chair shall then conduct a question and answer period. All candidates shall have the opportunity to respond to each question.

- 2.3** Once the question period has concluded the candidates may offer closing statements of up to 2 minutes.

3 Voting Process

- 3.1** Voting commences immediately following closing statements and is conducted by secret ballot. When necessary to accommodate extended shifts, the period of balloting may be extended by the meeting.
- 3.2** Valid ballots shall be marked with the name of the candidate chosen or the word "no" if no candidates are deemed satisfactory; when there is only one candidate, ballots shall be marked either "yes" or "no". Any spoiled or blank ballots shall not be considered valid.
- 3.3** Only those eligible as per 1.5 of this Appendix above may vote. There is no proxy voting.
- 3.4** A candidate named on more than 50% of the valid votes cast on a ballot; or, in the case of a single candidate, with more than 50% of the valid ballots marked "yes" shall be considered elected and the meeting is adjourned. (See 3.10 of this Appendix).
- 3.5** When there are more than 2 candidates and no candidate receives more than 50% of the valid votes cast then the candidate with the least votes is eliminated and another ballot is held.
- 3.6** When there are 4 or more candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then the tied candidates are eliminated and another ballot is held.
- 3.7** When there are 3 candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then another ballot is held with all 3 candidates remaining on the ballot.
- 3.8** When there are 2 candidates and both candidates receive the same number of valid votes then another ballot is held; if they remain tied, the meeting shall be adjourned and reconvened at a convenient time as per 2 of this Appendix, and then 3 of this Appendix. The Chair shall so advise the Association and the appropriate Dean or Director.
- 3.9** When a single candidate does not receive more than 50% of the valid votes cast, the voting process shall be considered complete and the meeting is adjourned. (See 3.10 of this Appendix).
- 3.10** The Chair shall only advise the department or area whether the voting process is complete or not.
- 3.11** Immediately following the meeting, the Chair shall validate the ballot count with a Steward before destroying the ballots.
- 3.12** The Chair shall only advise the appropriate Dean or Director of the name of the successful candidate or if no candidate was successful.

APPENDIX XXXVI SELECTION COMMITTEE PROCEDURE: DEPARTMENT LEADERS AND INSTRUCTIONAL ASSOCIATES

(New Appendix)

LETTER OF UNDERSTANDING

See Articles 13.3 and 13.4

1 Position Posting and Applications

- 1.1 When a position has been posted for Instructional Associate and for other positions of Department Head, Assistant Department Head or Coordinator where this method has been chosen, a selection committee shall be formed. All applications will be referred to it. A full job description of the position for which the selection is to be made shall be posted and given to the committee members at the time the committee is struck.
- 1.2 The selection committee shall make every effort to conclude its work no later than 8 weeks prior to the commencement of the appointment.
- 1.3 Committee members shall be informed at least 10 duty days in advance of the date, time and place of the interviews.
- 1.4 Applications and supporting documents will be available, in confidence, to committee members at least 10 days prior to the interviews and will be given to committee members at least one day prior to interviews.

2 Selection Committee Composition

2.1 Instructional Associate

The nominee of the College President as Chair; the appropriate Vice President or delegate; *a regular **faculty member** selected by the Association and 2 regular **faculty members** selected by the **faculty members**.

* The **faculty member** selected by the Association will have voice but no vote in the selection process.

2.2 Department Head and Coordinator II

An administrator named by the appropriate Vice President; an Instructional Associate in the capacity of Chair; *a regular **faculty member** selected by the Association who is not a **faculty member** in the School or Centre concerned and a **faculty member** from outside the department involved chosen by the **faculty members** in the department concerned. Where the number of **faculty members** in the department concerned

exceeds 4 in number, a **faculty member** from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the **faculty members** in the department concerned.

* The **faculty member** selected by the Association will have voice but no vote in the selection process.

2.3 Assistant Department Head and Coordinator I

An Instructional Associate in the capacity of Chair; the Department Head; *a regular **faculty member** selected by the Association who is not a **faculty member** in the department concerned and a **faculty member** from outside the department involved chosen by the **faculty members** in the department concerned. Where the number of **faculty members** in the department concerned exceeds 4 in number, a **faculty member** from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the **faculty members** in the department concerned.

* The **faculty member** selected by the Association will have voice but no vote in the selection process.

2.4 Selection of Selection Committee Members

2.4.1 Association Delegate

- a) Depending on the position under consideration either the College President or the Dean or Director shall request in writing from the Association President that an Association delegate to the selection committee be appointed. This delegate shall assume the responsibility for conducting a department or area meeting for the selection of a **faculty member(s)** to sit on the selection committee, as per 2 of this Appendix through 2.3 of this Appendix.
- b) Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Dean or Director in a timely manner. The confirmation letter shall be copied to all constituent groups.
- c) It is the responsibility of the Association President to ensure that the Association delegate understands the meeting rules of order and any other items related to the delegate's duties as outlined in these guidelines.

2.4.2 Department or Area Meeting

- a) A meeting shall be convened by the Association delegate after the closing date for applications. The purpose of the meeting is to provide a forum for discussion and to select members from the department or area for service on the selection committee in accordance with this Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give 5 working days' notice of the meeting in writing to each constituent by delivering this notice through the College mail.

- b) The Association delegate shall chair the meeting. **Faculty members** in a department or area who currently hold term or regular appointments shall be eligible to attend and vote.
- c) Applicants may attend and vote.
- d) Voting is by secret ballot. The person(s) with the greatest number of votes is the selection committee delegate(s); the person(s) with the next greatest number of votes is the alternate(s). The Association delegate must reinforce the principle of confidentiality and state very clearly that all selection committee members must adhere to this principle. The Association delegate shall inform the selection committee chair in writing of the name(s) of the delegate(s) and alternate(s).
- e) If a selected delegate to the selection committee cannot attend the pre-interview meeting or the interview meeting, then the alternate must carry through to the conclusion of the selection committee proceedings. Adequate notice of the selection committee meeting schedules shall be provided to the alternate delegates by the selection committee chair.

2.4.3 Chair of Selection Committee

For positions of Coordinators, Assistant Department Heads and Department Heads, the Instructional Associate is selection committee chair.

3 Pre-Interview Meeting

- 3.1** The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of this Agreement and **these procedures**.
- 3.2** It is the responsibility of the selection committee chair to set up the pre-interview meeting by alerting all members of the selection committee of the time and place and also to follow up with a confirming memo.

3.3 Pre-interview meeting tasks:

- Review of the position posting including the duties, responsibilities and qualifications;
- Determine criteria and process for the short-listing of candidates;
- Review of all applications, both internal and external, in order to determine which applicants meet the criteria;
- Prepare a short-list(s) of the candidates that meet the prescribed criteria;
- Determine the questions to be asked of the applicants that shall be interviewed; and
- Determine the order in which the questions shall be asked.

- 3.4 At the end of the pre-interview meeting, the chair shall collect all the documentation pertaining to the applicants and the process and remind the delegates that the information is confidential.

4 Short-listing of Candidates

- 4.1 The selection committee delegates at the pre-interview meeting shall determine the process and establish the criteria which determine who will be short-listed.
- 4.2 All candidates who, in the selection committee's judgement, meet the criteria shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other **faculty members** of the College and one for external candidates.
- 4.3 Short-listed candidates shall be interviewed in the following order:
- 1) those from within the bargaining unit; if no candidate is found suitable for the position, then
 - 2) those who are not within the bargaining unit but who are **faculty members** of the College; if no candidate is found suitable for the position, then
 - 3) external candidates.

If the Selection Committee selects a candidate as per **4.3 (1) above** then interviewing of candidates on the next short-list shall not proceed.

- 4.4 A secret ballot shall, upon request of any member of the selection committee, be used to determine the short-lists if this appears helpful.
- 4.5 The short-listing of at least one candidate is sufficient for the process to continue.
- 4.6 If at the conclusion of the pre-interview meeting, the delegates determine that there are no applicants who meet the criteria, the chair shall retain all documentation and forward said documentation along with a memo to the College President or appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all selection committee delegates. Minority opinions on the matter, can if so requested by a delegate(s), be forwarded as well.
- 4.7 The College President or appropriate Vice President shall reconvene the selection committee to discuss the non-suitability of applicants.

5 Release of Names

- 5.1 **The faculty selection committee may seek input about internal candidates who are finalists, relative to the job description and posting from appropriate departments' or areas' faculty. The selection committee shall determine the list of faculty from whom such input will be sought and this list shall include at least one person identified by the candidate. The input shall be sought by the chair, using questions developed by the selection committee. The chair shall report the results in confidence to the selection committee.**

5.2 Except as described above, names of candidates shall not be released by members of the selection committee.

6 Preparing for the Interview Meeting

6.1 All questions to be asked by each delegate are determined. These questions shall be typed and distributed to each delegate at the interview meeting.

6.2 Within 3 days after the pre-interview meeting, the selection committee chair shall inform all candidates of their status in the competition.

6.3 The selection committee chair, pursuant to **paragraphs 1.2 and 1.3 above**, shall confirm with the candidates and the committee members a convenient and reasonable date and time for the interview(s), following up with a memo of confirmation to candidates and committee members.

6.4 The selection committee chair shall make applications and supporting documents available in confidence to committee members at least 10 days prior to the interview and shall give each member a copy of them at least one day prior to the interview.

7 Proceedings at the Interview Meeting

7.1 The chair shall welcome the interviewee to the proceedings and introduce each committee member by name and area of representation.

7.2 It shall be explained to the interviewee by the chair, that this is a selection committee; but that the candidate, if successful, will be appointed by the appropriate Vice President, Dean or Director.

7.3 The selection committee's decision making process shall be explained to the interviewee by the chair.

7.4 The interviewee shall be informed that the selection committee process is confidential and under the control of the chair.

7.5 The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each delegate shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the selection committee discusses procedural matters.

7.6 Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee. Some variation in the questioning may be required depending on the background of the interviewee.

7.7 Adjunct (connected or follow-up) questions may be asked, but delegates must first seek permission of the chair.

7.8 The chair shall ask the interviewee if there are any points that need clarification.

- 7.9** The interviewee shall be given the opportunity, with the chair's permission, to ask questions of clarification throughout the interview process. At the end of the interview, the interviewee shall, with the chair's permission, have the opportunity to ask delegates follow-up questions or make a final statement.
- 7.10** It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.
- 7.11** The above processes are repeated until all the short-listed candidates have been interviewed.

8 Decision Process

8.1 Decision by Majority Vote and Application of the Selected Candidate

- 8.1.1** Normally, there shall be 2 ballots to confirm a committee's selection. After all candidates have been interviewed and prior to any discussion, a secret ballot shall be conducted by the chair. Delegates shall be asked to indicate their choice. The chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.
- 8.1.2** A discussion shall then ensue under the chair's direction during which each delegate (in order of interview) shall explain their decision relative to the criteria agreed upon.
- 8.1.3** After all delegates are satisfied that full discussion has taken place, a second secret ballot shall be called by the chair. If there is a majority for a candidate on this second ballot, then that candidate shall be the selection of the committee and the process proceeds as follows in 8.1.5 of this Appendix. If there was not a majority vote, then the process proceeds as in the next Article below.
- 8.1.4** If there was a unanimous first ballot; and after the discussion described in 8.1.2 of this Appendix, and all delegates agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee
- 8.1.5** The chair then terminates this part of the interview process, thanks the delegates and collects all confidential documents. The delegates may keep their summary notes. These are considered confidential and shall be destroyed after the actual appointment is made or the selection committee stands down.
- 8.1.6** The chair then drafts a memo addressed to the individual who shall make the appointment. This memo states the position name, the date of the interview process, the names of the delegates and, as per Article 13.5, (Appointment of Department Leaders and Instructional Associates), the decision of selection committee.
- 8.1.7** If the selected person is not appointed, the person responsible for the appointment shall meet with the selection committee to attempt to reach accord as per Articles 13.5.1 and 13.5.4.
- 8.1.8** In instances where the selection committee has selected an applicant who is not currently a member of the Association, the College President or appropriate Dean or

Director shall request Human Resources to conduct a thorough reference check (at least 2 references should be contacted). Any concerns shall be brought back to the selection committee.

- 8.1.9** Upon official announcement of the appointment (by the appropriate Dean/ Director, appropriate Vice President or College President or delegate, as appropriate) and the standing down of the selection committee, the actual number of applications for the position shall be released by the chair.

8.2 No Majority Decision Reached or No Candidate Recommended

8.2.1 Split Decision

If after a second vote, the selection committee does not have a majority decision, a second round of discussion and voting is in order. If the third ballot does not result in a majority decision, the chair shall draft a memo to the College President or appropriate Vice President, outlining the split decision and recommending a course of action. All selection committee delegates sign this memo, and the resumes and applications of all short-listed applicants are attached to it.

8.2.2 No Candidate Recommended

Procedure is the same as in 8.2.1 above, but a recommendation from the selection committee for another posting (internal, external or both) or another course of action may be included in the memo. The memo is to be signed by all selection committee delegates, with the resumes and applications of all short-listed applicants attached.

8.2.3 Adjournment

In some instances, especially after a lengthy discussion process, the selection committee may suggest an adjournment. If the selection committee determines that it is necessary, the chair shall adjourn the proceedings for not longer than 24 hours. If a weekend is involved, then it would be the next working day in the following week.

8.2.4 Re-interview One or More Candidates

As an alternative to rendering a "split decision" in 8.2.1 of this Appendix above or "no candidate selected" decision in 8.2.2 of this Appendix above, the committee may determine that one or more of the candidates should be re-interviewed. If the selection committee so determines, the chair shall arrange a re-interview. At the re-interview, the chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in 7 of this Appendix. The outcome of the re-interview shall follow the guidelines described in 8 (Decision Process), above.

8.2.5 Position Re-posted

In cases where the selection committee cannot select any applicant and the appropriate Vice President, Dean or Director re-posts the position, it is suggested that the same selection committee continue its function for the second round of applicants as this

committee has already gained experience relative to the posting. There are 3 conditions for the continuance of the same selection committee:

- 1) the individual responsible for the appointment wishes to continue with the same selection committee;
- 2) the lapse between the selection committee's recommendation and the posting does not exceed 3 months; and
- 3) the selection committee members or their alternates wish to continue for the second round of interviews.

9 Informing Candidates of the Decision

- 9.1** Informing the candidates of the decision to appoint is strictly the obligation of the individual receiving the recommendation (College President, appropriate Vice President or appropriate Dean/Director). All selection committee members must maintain strict confidentiality.
- 9.2** A verbal offer of appointment must be made to the selected candidate followed as soon as possible by an official offer in writing, before the other candidates are contacted.
- 9.3** The appointee shall, at the time of being informed by the College President, appropriate Vice President or appropriate Dean/Director, be instructed to maintain confidentiality of the offer until his/her acceptance has been received by the College and all non-selected candidates have been advised or the appointment is announced by the College.
- 9.4** As soon as the selected candidate has accepted the written offer, the unsuccessful candidates shall be informed, preferably verbally, followed by a note of thanks for their interest in applying by the Dean or Director.

**APPENDIX XXXVII
ADVISORY COMMITTEE: STUDENTS WITH DISABILITIES**

(New Appendix)

LETTER OF UNDERSTANDING

Further to the discussions between the College and the Association regarding the report of the joint subcommittee established under Appendix XVII of the parties' 2010-2012 Collective Agreement (the "Report"), the College shall establish a multi-party advisory committee (the "Advisory Committee") to assist VCC in providing an appropriate learning environment for students with disabilities.

The Advisory Committee will consist of the following representatives:

- Two VCC administrators, appointed by the College;
- Two VCC faculty members, appointed by the VCCFA;
- Two VCC support staff members, whom the College will invite CUPE Local 4627 to appoint; and
- Two students, whom the College will invite the Students' Union of VCC to appoint.

The Advisory Committee will review and discuss the Report, and then have an ongoing mandate to do the following:

- Review and discuss issues brought forward to the Advisory Committee pertaining to the process for accommodating students with disabilities, available resources and support mechanisms for disabled students and faculty members who interact with such students as part of their assigned duties;
- Review and discuss means for providing an appropriate learning environment for students with disabilities; and
- Provide recommendations to the appropriate Vice President arising out of the discussions outlined above.

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**MODIFIED VERSION OF THE 2014-2019 COMMON AGREEMENT APPLICABLE TO VANCOUVER
COMMUNITY COLLEGE AND VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION**

The terms of the 2014-2019 Common Agreement form part of the 2014-2019 Collective Agreement between Vancouver Community College and the Vancouver Community College Faculty Association with the following exceptions:

1. Article 9.2.1.b.vii
2. Article 12.2 **Secondary Scale Adjustment** (For greater clarity this means the provisions listed in Articles 12.2.1 through 12.2.9 do not apply to the VCC-VCCFA Collective Agreement)
3. The following language, in all places where such language appears in the 2014-2019 Common Agreement: "The Parties agree that retroactive adjustment will only apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment."
4. Letter of Understanding 4; **Review of Collective Agreements**
5. Letter of Understanding 5; **Working Committee on Secondary Scales**

The terms listed above (1 to 5) do not form part of the 2014-2019 VCC-VCCFA Collective Agreement nor have applicability when reading the 2014-2019 Common Agreement which is found in the grey pages of the 2014-2019 VCC VCCFA Collective Agreement. These terms listed above (1 to 5) will be identified as deleted by way of strikethroughs.

COMMON AGREEMENT

between

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

and

**Federation of Post-Secondary Educators of BC (FPSE)
on behalf of its local unions
ratifying this Common Agreement**

**For the term of
April 1, 2014 to March 31, 2019**

LIST OF THE COMMON PARTIES

Employers' Bargaining Committee on behalf of:

Camosun College, College of New Caledonia, College of the Rockies, Douglas College, North Island College, Northwest Community College, Okanagan College, and Selkirk College.

Federation of Post-Secondary Educators on behalf of:

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), Douglas College Faculty Association (FPSE Local 4), North Island College Faculty Association (FPSE Local 16), Okanagan College Faculty Association (FPSE Local 9), and Selkirk College Faculty Association (FPSE Local 10).

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DEFINITIONS

1. "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in "Parties" or "Common Parties" definition.
2. "Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. "Employee" means a person employed within a bargaining unit represented by one of the unions that has ratified a Collective Agreement that includes this Common Agreement.
4. "Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. "Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established pursuant to Article 3.2 of this Agreement.
7. "Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.
8. "Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. "Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. "Local union" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. "Ministry" means the Ministry of Advanced Education.
12. "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
 - Camosun College/Camosun College Faculty Association (FPSE Local 12)
 - College of New Caledonia/Faculty Association of the College of New Caledonia (FPSE Local 3)
 - College of the Rockies/College of the Rockies Faculty Association (FPSE Local 6)
 - Douglas College/Douglas College Faculty Association (FPSE Local 4)
 - North Island College/North Island College Faculty Association (FPSE Local 16)
 - Northwest Community College/Academic Workers' Union (FPSE Local 11)
 - Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
 - Selkirk College/Selkirk College Faculty Association (FPSE Local 10)
13. "Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.

14. "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement. The local unions and institutions are those listed in 12 above.
15. "Union" means a faculty association or trade union certified as a bargaining agent.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Common Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict with Policies

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

1.4 Singular and Plural

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

ARTICLE 2 - HARASSMENT

2.1 Statement of Commitment

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

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

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

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Unions and Employers agree that attendance is required and will take place during compensated work time.

2.2 Definitions

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

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

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

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

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

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

2.3 Procedures

2.3.1 Local Informal Processes

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

2.3.2 Right to Legal Counsel

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

2.3.3 Mediation

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

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

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;

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

2.3.4 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of the individuals.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties

from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) **Reliance on Report of Third Party Investigator**

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

(f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.

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

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

2.4 Findings

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

2.4.2 The determination will:

(a) state the action(s), if any, to be taken or required by the employer;

(b) include, where appropriate, a statement of exoneration.

2.5 Rights of the Parties

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

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

2.5.1 The above noted procedure does not restrict:

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

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

2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

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

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

2.7 Local Discussion

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

2.8 Relation to Other Agreements

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

ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

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

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

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

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

3.1.1 Relevant Matters include:

- (a) Health and Welfare
 - (i) Benefit Plan Designs
 - (ii) Participation rates
 - (iii) Premiums

- (iv) Cost sharing
 - (v) Commission costs
 - (vi) Carrier contracts
- (b) Collective Bargaining
 - (i) Salary information by classification
 - (ii) FTE, headcount, placement on scale, appointment status
 - (iii) Demographics: age and gender
- (c) Contract Administration
 - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

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

3.2.2 Operation

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution.
- (e) Develop strategies to reduce arbitration and related costs.

3.2.4 Common Agreement Dispute Resolution

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

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

3.2.5 Process and Costs

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

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

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

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

3.3 Leave of Absence for College Committees and Union Leave

3.3.1 Leave of Absence for College Committees

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

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

3.3.2 Union Leave

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

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

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

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

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

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

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

3.3.3 Additional Union Leave Without Pay

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

ARTICLE 4 - PRIOR LEARNING ASSESSMENT

4.1 Definition

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

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

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

4.2 Prior Learning Assessment as Workload

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

4.3 Training in Prior Learning Assessment

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

4.4 Prior Learning Assessment Coordinators

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

ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

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

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

5.1.2 belongs to the institution where one or more employees:

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

5.2 Employer Rights to Materials Copyrighted by Employee(s)

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

5.3 Employee Rights to Materials Copyrighted by the Employer

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

5.4 Joint Review

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

ARTICLE 6 - JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

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

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

6.1.2 Definitions

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

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

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

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

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

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

6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
 - (i) creating, posting and filling new positions and posting and filling vacant positions;
 - (ii) the types of appointment categories contained in the collective agreement;
 - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to

- health and welfare benefits based on time worked and/or seniority;
- (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee;
 - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice;
 - (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
- (i)
 - (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
 - or
 - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
 - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
 - (ii) requirements for a probationary period post-conversion of at least twelve months;
 - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;

- (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights;
- (v) limitations on concurrent regular appointment at more than one institution;
- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation;
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
- (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
- (x) implications for existing appointment types;
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

6.1.4 Local Discussion Process

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

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

6.1.5 JADRC Resolution of Disputes

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

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

6.1.6 Jurisdiction

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:
 - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC;
 - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia;
 - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services.
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.
- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

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

6.2 Program Transfers and Mergers

6.2.1 Notice of Program Transfer / Merger

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

6.2.2 Transfer/Merger Agreements

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

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

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

6.2.3 Disputes

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

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

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
 - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
 - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
 - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
 - (ii) obtaining equivalent employment as a result of being listed on the Registry;
 - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.
- (d) Implementation
 - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
 - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

 - (i) had their employment terminated for just and reasonable cause;
 - (ii) accepted early retirement, or
 - (iii) voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.

- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

6.3.4 Rights for Registrants

- (a) Entitlement for Interview

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

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

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
 - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
 - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
 - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.
- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices

for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

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

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

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

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

whichever date is later.

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

6.4.2 Menu of Labour Adjustment Strategies

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

6.4.2.1 Labour Adjustment Strategies: Workplace Organization

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

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.

- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Combinations and variations of the above or other workplace organization alternatives.

6.4.2.2 Labour Adjustment Strategies: Employee Transition

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

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

6.4.3 Layoffs May Occur

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

6.4.4 No Stacking of Entitlements

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

6.5 Contracting Out

6.5.1 Additional Limitation on Contracting Out

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

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

6.5.2 Certain Inter-Institutional Arrangements Permissible

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

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

6.6 Education Technology/ Distributed Learning

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

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

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

6.6.3 Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

6.6.4 The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

6.6.5 The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

6.6.6 Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

6.6.7 Employees shall not be required to deliver distributed learning programs/ courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

6.6.8 Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

6.6.9 No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

ARTICLE 7 - LEAVES

7.1 Definitions

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix I.

7.2 General Leave

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

7.3 Seniority Accrual

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

7.4 Retention of Status

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

7.5 Benefits While on Leave

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

7.6 Bereavement Leave

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

7.7 Family Illness Leave

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

7.8 Compassionate Care Leave

7.8.1 Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee’s benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

7.8.2 Additional Leaves

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

7.9 Donor Leave

An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.

7.10 Jury Duty and Court Appearances

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

7.11 Public Duties

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

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

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

7.12 Exchange Leave

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

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

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

7.13 Deferred Salary Leave

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

ARTICLE 8 - PARENTAL LEAVE

8.1 Preamble

8.1.1 Definitions

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- (b) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee’s collective agreement.

8.1.2 Entitlement

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

8.2 Commencement of Leave

Leave taken under Article 8.1.2 shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.

8.2.2 for a spouse, a biological father, or a common-law partner to care for the child after the child’s birth and within fifty-two (52) weeks of the birth.

8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

8.3 Benefits Continuation

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

8.4 Return to Work

8.4.1 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

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

8.4.3 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.4.4 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

8.4.5 Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties

will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

8.5 Supplemental Employment Benefit for Maternity and Parental Leave

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

- (a) For the first two (2) weeks of maternity leave an employee shall receive 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 spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

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

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

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

9.1.2 Committee Mandate

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

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

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

9.1.3 Constraints

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

9.1.4 Costs of the Joint Committee

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

9.2 Specific Benefits

9.2.1 Benefit Provisions

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

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
 - (i) Total lifetime coverage level will be unlimited.
 - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
 - (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
 - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

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

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

~~(vii) Effective January 1, 2017, vision care shall be increased to \$500 every two (2) years.~~

(c) Group Life and Accidental Death and Dismemberment Insurance

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

(d) Dental Plan

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

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

(e) Termination of Coverage

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

9.2.2 Flexible Benefit Plan Impact

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

9.2.3 Level of Health and Welfare Benefits

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

9.3 Disability Benefits

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

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

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter

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

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

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

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

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

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

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.

9.3.7 The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

ARTICLE 10 - PENSIONS

10.1 Mandatory Enrolment

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

10.2 Existing Employees

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

ARTICLE 11 - EARLY RETIREMENT INCENTIVE

11.1 Definition

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

11.2 Eligibility

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

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

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

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

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

ARTICLE 12 - SALARIES

12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

~~**12.1.1** Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.~~

12.1.2 Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend*.

12.1.3 Effective the first day of the first full pay period after April 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).

12.1.4 Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

12.1.5 Effective the first day of the first full pay period after April 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).

12.1.6 Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

12.1.7 Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).

12.1.8 Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

12.2 ~~Secondary Scale Adjustment~~

~~All steps on secondary scales will be increased as follows:~~

~~**12.2.1** Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.~~

~~**12.2.2** Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.~~

~~12.2.3 Effective the first day of the first full pay period after April 1, 2016: one half of one percent (0.5%).~~

~~12.2.4 Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend*.~~

~~12.2.5 Effective the first day of the first full pay period after April 1, 2017: one half of one percent (0.5%).~~

~~12.2.6 Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend*.~~

~~12.2.7 Effective the first day of the first full pay period after April 1, 2018: one half of one percent (0.5%).~~

~~12.2.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.~~

~~12.2.9 Despite Articles 12.2.1 to 12.2.8, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.~~

~~The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.~~

~~* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).~~

12.3 Maintenance of Placement

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

12.4 Calculation of Pay

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

12.5 Overload

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

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

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

12.6 Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

12.6.1 Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). ~~The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.~~

12.6.2 Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend*.

12.6.3 Effective the first day of the first full pay period after April 1, 2016: one-half of one percent (0.5%).

12.6.4 Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend*.

12.6.5 Effective the first day of the first full pay period after April 1, 2017: one-half of one percent (0.5%).

12.6.6 Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend*.

12.6.7 Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

12.6.8 Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend*.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit.

* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

ARTICLE 13 - EFFECT OF THIS AGREEMENT

13.1

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

13.2

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

13.3

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC

- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- ~~Article 12.2 - Secondary Scale Adjustment~~
- Letter of Understanding – Expedited Arbitration

13.4

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

ARTICLE 14 - INTERNATIONAL EDUCATION

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

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

14.1 General

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

14.2 Expenses

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

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

14.3 Health and Welfare Benefits

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

Limitations:

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

14.4 Emergencies and Emergency Evacuation

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if she/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or

emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

14.5 Orientation and Return

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

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

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

14.6 Application

Article 14 shall apply to local unions as follows:

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

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 14.

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

ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT

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

ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

16.1 Purpose

16.1.1 The Common Faculty Professional Development Fund ("the Fund") is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline

and program. The Fund is not meant to replace any existing development or educational funds.

16.2 Process

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

16.3 Fund

16.3.1 The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

16.3.2 Any monies in the Fund not spent at the end of any fiscal year shall be retained by the employer.

ARTICLE 17 - TERM

This Agreement shall be in effect from April 1, 2014 to March 31, 2019, and shall continue in force until the renewal of this Agreement.

APPENDIX A PROVINCIAL SALARY SCALE

STEP	1-Apr-14 to 31-Mar-15	1-Apr-15 ¹ to 31-Jan-16	1-Feb-16 ^{1,2,3} to 31-Mar-16	1-Apr-16 ^{1,3} to 31-Jan-17	1-Feb-17 ^{1,2,3} To 31-Mar-17	1-Apr-17 ^{1,3} to 31-Jan-18	1-Feb-18 ^{1,2,3} to 31-Mar-18	1-Apr-18 ^{1,3} to 31-Jan-19	1-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

¹The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). ~~The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.~~

²See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

MEMORANDUM OF UNDERSTANDING

Re: ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and Publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year - Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 - Forecast GDP for calendar 2015;
- (ii) November 2016 - Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

APPENDIX B

LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame
Irene Holden
Betty Baxter
Ana Mohammed
Louise Pohl

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

APPENDIX C

Date: _____

EMPLOYER	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

UNION	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

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

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

APPENDIX D

LIST OF ARBITRATORS

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

Irene Holden
Joan Gordon
Judi Korbin
Chris Sullivan
Colin Taylor

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

APPENDIX E1

REGISTRY OF LAID OFF EMPLOYEES - FORM 1

PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS

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

APPENDIX E2

REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

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

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

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

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

Signature of Registrant

Date

APPENDIX F

MEDICAL TRAVEL REFERRAL BENEFIT

Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

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

List of Eligible Expenses

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

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

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

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

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

Superior Benefits

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

Exclusions

No benefit shall be payable for:

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

Claims Adjudication

To claim benefits, the employee or dependent must:

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

APPENDIX G

DENTAL PLAN

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

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

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

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

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

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

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

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

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

Number of additional year _____

Percentage per additional year _____

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

Signature of Applicant

Date

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

Signature of Employer

Date

APPENDIX I

FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE 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

LETTER OF UNDERSTANDING 1

VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
 - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
 - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
 - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
 - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
 - 1.1.4 Requests under this Article will not be unreasonably denied.
 - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
 - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
 - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
 - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are “status” as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheck in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. Support staff salary: The parties agree to the following:
 - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - c) Effective September 1, 2013 or the date of tentative settlement of the local parties’ Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
 - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.

LETTER OF UNDERSTANDING 2
HARASSMENT INVESTIGATORS

Re: Harassment Investigators

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall complete their duties by December 31, 2015.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

LETTER OF UNDERSTANDING 3

EXPEDITED ARBITRATION

Re: Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i. Dismissals;
 - ii. Suspensions in excess of five (5) working days;
 - iii. Policy grievances;
 - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v. Grievances requiring the presentation of extrinsic evidence;
 - vi. Grievances where a local party intends to raise a preliminary objection;
 - vii. Grievances arising from the duty to accommodate; and
 - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available to hear the grievance within thirty (30) calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

5. Agreed Statement of Facts

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the local parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

LETTER OF UNDERSTANDING 4
REVIEW OF COLLECTIVE AGREEMENTS

Re: Review of Collective Agreements

1. ~~The Employers and the Union agree to establish a Joint Review Committee (the “Committee”). The terms of reference for the Committee include the following:~~
 - ~~Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and~~
 - ~~Report the Committee’s findings back to the parties’ respective principals.~~
2. ~~The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.~~
3. ~~The findings of the Committee will be submitted to the parties’ respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post Secondary Employers’ Association Board of Directors.~~
4. ~~Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.~~
5. ~~Both Employers and Unions will bear the cost of their respective representatives’ attendance including travel.~~
6. ~~The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.~~

~~LETTER OF UNDERSTANDING 5~~

~~WORKING COMMITTEE ON SECONDARY SCALES~~

~~The Employer and the Union agree to participate in a joint committee (the “Committee”) with a mandate to:~~

- ~~a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.~~
- ~~b) Come to a mutual understanding about:~~
 - ~~• what types of work and which employees may require salary adjustment;~~
 - ~~• what the transition would entail; and~~
 - ~~• what the cost would be.~~
- ~~c) Develop recommendations based on those understandings.~~

~~Definition:~~

~~“Secondary Scales is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. “Secondary Scales” are distinct from “other salary scales,” which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e., not faculty.~~

~~Costs for leaves and expenses to be borne by each party.~~

~~The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee, will go to each party’s respective principals (Institution Board and PSEA Board in the case of the Employer, and President’s Council in the case of FPSE).~~

~~The work of the Committee will conclude by January 1, 2018 and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.~~

~~This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.~~

Common Agreement Negotiating Committees

2014-2019

For the Employers:

Anita Bleick, Chair, Post-Secondary Employers' Association (PSEA)
Sandra Rossi, College of New Caledonia
Sheila McDonald, College of the Rockies
Chris Rawson, Okanagan College
Gary Leier, Selkirk College

For the Unions:

Bob Davis, Co-Chair, FPSE
Leslie Molnar, Co-Chair, FPSE
Lesley Burke O'Flynn, Spokesperson, FPSE Staff

Representatives of Participating Unions

Judith Hunt, CCFA, FPSE Local 12
Jan Mastromatteo, FACNC, FPSE Local 3
Joan Kaun, CORFA, FPSE Local 6
Chris Maguire, DCFA, FPSE Local 4
Anne Cumming, NICFA, FPSE Local 16
Melanie Wilke, AWU/CUPE 2409, FPSE Local 11
Melissa Munn, OCFA, FPSE Local 9
Victor Villa, SCFA, FPSE Local 10

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