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COLLECTIVE AGREEMENT

between

VANCOUVER COMMUNITY COLLEGE

and

THE VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

for the period

1995 April 01 to 1998 March 31

~~INDEXED~~

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THIS AGREEMENT is effective as of 1995 April 01.

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 (King Edward
and City Centre 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 of
British Columbia:

AND WHEREAS the Association is a trade union within the meaning of the said Code and is the
bargaining agent for the employees in a unit composed of instructors, counsellors, and
librarians in programs conducted by and at Vancouver Community College City Centre and the
King Edward 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

1.1 Term of Agreement

1.1.1 This Agreement shall be for a term of thirty-six (36) months from 1995 April 01 to
1998 March 31, both dates inclusive.

1.1.2 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.

1.2 Notice to Commence Bargaining

Either party to this Agreement may at any time within four **(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 ten (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.

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Explanatory Note

An arrow (⇒) after an article indicates that it is wholly or substantially new.

13 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 DEFINITIONS

2.1 Interpretation

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

2.2 Instructors

For the purpose of this Agreement, the term "instructors" includes instructors, counsellors, and librarians, where the context so requires, and shall include associate deans, college librarian, department heads, assistant department heads, and coordinators and is further understood to include program development faculty.

2.3 Permanent Regular Instructors

"Permanent regular instructors" are instructors holding half-time or more appointments that are expected to be continuous from year to year.

2.4 Probationary Regular Instructors

"Probationary regular instructors" are instructors 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 instructors.

2.5 Term Instructors

2.5.1 Term instructors are instructors appointed under written contracts of employment which stipulate starting and ending dates.

2.5.2 A term appointment does not obligate the College to offer nor the instructor to accept subsequent reappointment.

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.6 (*Change in Type of Appointment*).

2.6 Full-time Instructors

"Full-time instructors" are instructors appointed on a full-time basis as per Article 6.0 (*Assigned Duty, Working Conditions and Professional Development*) of the Collective Agreement.

2.7 Part-time Instructors

"Part-time instructors" are instructors appointed on a less than full-time basis as per Article 6.0 (*Assigned Duty, Working Conditions and Professional Development*) of the Collective Agreement.

2.7 Part-time Instructors Part-time instructors are instructors appointed on a less than full-time basis as per Article 6.0 (*Assigned Duty, Working Conditions and Professional Development*) of the Collective Agreement.

2.8 Time-status of Appointments

Time-status refers to full-time work or portion thereof specified in an instructor's appointment(s) e.g. full-time, half-time, three-quarters time, two-thirds time, etc.

2.9 Auxiliary Instructors

"Auxiliary instructors" are instructors employed for unspecified periods on a day-to-day basis whether for full days or partial days. Auxiliary employment shall not normally exceed nineteen (19) consecutive duty days. Auxiliary instructors are covered by the following provisions of this Agreement:

Article 1 (Agreement)

Article 2 (Interpretation and Definitions)

Article 3 (Association Rights)

Article 4 (Hiring, Appointment and Change in Type of Appointment)

Article 5 (Salaries and Allowances)

Article 6 (Assigned Duty, Working Conditions and Professional Development)

Article 7.2 (Annual Vacation)

Article 7.3 (General (Statutory) Holidays)

Article 7.4 (Observance of General (Statutory) Holiday)

Article 7.5 (Christmas Holiday)

Article 7.17 (Unemployment Insurance)

Article 12 (Grievance Procedure)

Article 19 (Personnel Files)

Article 23 (Human Rights)

Article 24 (Sexual and Personal Harassment)

Article 25 (Personal Health and Safety)

Article 27 (Liability Insurance)

2.10 College or Employer

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

2.11 College President

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

2.12 Vice President

A "Vice President" is a Vice President of Vancouver Community 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.

2.13 Vice President's Delegate

- 2.13.1 ⇒ For the purpose of this Agreement, "Vice President's delegate" refers to a person who has been explicitly designated to the position by a Vice President. This person shall not be a member of the VCCFA.

2.13.2 ⇒ Notwithstanding 2.13.1, the College Librarian may act in the role of Vice-president's delegate as envisioned in the following Articles:

6.2	Determination of Departmental Workload Profiles
6.3	Hours of Assigned Duty
6.4	Scheduling
6.6	Professional Development
7.2	Annual Vacation

2.14 ⇒ Duty Day

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

2.15 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.

2.16 Area

For the purposes of Articles 4 (*Hiring, Appointments and Change in Type of Appointment*) and 11 (*Instructor Reduction, Severance Pay, and Recall*), the term "area" shall be the instructional unit(s) so designated and listed by the Joint Steering Committee as per Article 3.10.3.4.

2.17 Spouse

For the purpose of this Agreement, the term "spouse" shall include a legal or common-law spouse including a spouse of the same gender defined as follows:

a) the employee's spouse by virtue of a legal marriage

-or-

b) the employee'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 employee's spouse and has continuously been so maintained and represented for at least the previous twelve (12) months.
- provided that there is no regulatory or statutory impediment external to the College's control.

3 ASSOCIATION RIGHTS**3.1 Association Dues**

All employees 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 Part 1, Section 16 of the Labour Code of the Province of British Columbia or its successors. 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. For the purpose of this Agreement, the Association President shall be considered an instructor at both the King Edward Campus and the City Centre Campus.

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 conducted by the Employer at City Centre and King Edward Campuses and at any satellite locations thereof.

3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering courses and programs through its Continuing Education Division.

3.3.3 Paragraph 3.3.1 does not apply to courses or programs conducted by the College through its Continuing Education Division 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 Continuing Education it will normally be moved into the appropriate instruction division of the College.

3.3.6 Should it become appropriate to transfer a program to Continuing Education from another instructional division at King Edward or City Centre Campuses, Article 3.3.4 above, will apply.

3.4 Stewards

3.4.1 The College shall recognize a maximum of four **(4)** Association Stewards from each campus 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 Heads to ensure that the needs of the department are met.

3.4.3⇒ Notwithstanding the provisions of Article 3.4.2, 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. However, for other absences of the Chief Steward, the Association shall reimburse the College as per Article 3.6 (Association Business).

* For the purposes of this Article, the representative of the College shall be the appropriate Vice-president or delegate.

3.4.4 The College will advise the employee in advance that a meeting is intended to be disciplinary, and will advise the employee of their right to have a witness or a Steward present. Where a meeting, without notice, becomes a disciplinary meeting, the employee will have the right to temporarily adjourn the meeting and to arrange for a witness or a Steward of the Association to be present.

3.5 Attendance at Meetings

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-employee 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, employees 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 for the College-Institute Educators' Association of B.C. provided that:

- a) requests for such leave are made, in writing, by the Association President to the College President whenever possible at least two (2) months prior to the commencement of such leave;
- b) such leaves shall not exceed two (2) years in length;
- c) the needs of the Department can be met;
- d) the Association shall notify the College four (4) months in advance of the return to the College of an instructor on leave where such leave is in excess of four (4) months.

3.6.3 ⇒ The College shall continue to pay an instructor 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 ten (10) consecutive days - at salary cost;
- b) leaves of over ten (10) consecutive days and up to, but not including one (1) year - daily rate based on 202 days plus 16%;
- c) leaves of one (1) 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 instructor can receive a copy. The College **shall** provide newly appointed

instructors with a copy of this Agreement when they are sent their initial contract 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.

Instructors shall not be disciplined, suspended or dismissed by the College for refusing to cross a legal picket line. Where instructors 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 of B.C. and its successors.

3.9 Information to the Association

3.9.1 ⇒ The College shall notify the Association of the terms of employment and salaries of all instructors who are offered regular appointment within five(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 instructors who are offered term appointments within five (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 instructors shall be furnished to the Association within five (5) days of issuance of the letter of a term appointment.

3.9.3 Upon receipt of a written request from the Association, the College shall, within sixty (60) days, and in any event, once a year in the month of September provide the Association with the following employee and financial information:

- a) listings of current regular, term, and auxiliary instructors 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 instructors who have retired or who have died in the past fiscal year;
- c) a list of instructors 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 instructors);
- f) number of term contracts issued annually.*

* Note: College will provide once computerized system is available.

- 3.9.4 ⇒ Notwithstanding the provisions of the collective agreement, the College will continue to furnish 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.
- 3.9.5 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;
 - c) any other information which the College Board, at its discretion, agrees to provide.
- 3.9.6 ⇒ The College shall copy the Association on any correspondence to instructors related to the interpretation and/or application of the Collective Agreement unless confidentiality has been requested by the instructors concerned.
- 3.10 ⇒ Joint Steering Committee**
- 3.10.1 The Joint Steering Committee (JSC) shall be a standing union-management committee with a mandate to make recommendations to the parties on issues and procedures referred to it by the parties as described herein.
- 3.10.2 The JSC shall consist of four (4) members appointed by the College and four (4) members appointed by the Association. The College and the Association shall each have two (2) votes and the quorum for a JSC meeting shall be four (4) members with at least two (2) members from each party.
- 3.10.2.1 The chair shall alternate once every six (6) months between an Association-appointed member and a College-appointed member.
- 3.10.3 The JSC shall have the following responsibilities:
- 3.10.3.1 **Performance Appraisal** - to oversee the performance appraisal process as detailed in the attached *Guidelines for the Performance Appraisal of Regular Instructors* and as per Article 15.
 - 3.10.3.2 **Evaluation** - to oversee the evaluation process as detailed in the attached *Guidelines for the Evaluation of Term and Probationary Regular Instructors* and as per Article 16.
 - 3.10.3.3 **Evaluation and Appraisal of Instructors with Responsibility Allowances** - to submit a report to the parties within two (2) months of the ratification of a renewed collective agreement that includes a set of guidelines to be used for the evaluation

of instructors during the probationary period of their appointments as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II. The report shall also include a separate set of guidelines to be used for the performance appraisal of instructors in their aforementioned roles.

- 3.10.3.3.1 Both sets of guidelines mentioned in 3.10.3.3 shall include the criteria, procedures, methods, and frequency of evaluation and performance appraisal.
- 3.10.3.3.2 The JSC shall use the October 1991 report of the Committee for the Evaluation and Performance Appraisal of Instructors with Responsibility Allowances as a basis for its work.
- 3.10.3.3.3 On the first of the month following their ratification by the Association and the College, the guidelines developed by the JSC shall be in force. The guidelines shall form part of the Collective Agreement and remain in force for the duration of the Collective Agreement.
- 3.10.3.4 **Areas** - to identify, within three (3) months of the ratification of a renewed collective agreement, the "areas" within the bargaining unit for the purposes of Articles 2 (*Interpretation and Definitions*), 4 (*Hiring, Appointments, and Change in Type of Appointment*) and 11 (*Instructor Reduction, Severance Pay, and Recall*). Upon ratification by the Association and the College, the list of areas so identified shall be deemed to form part of the Collective Agreement.
- 3.10.3.5 **Hiring** - to submit a report within six (6) months of the ratification of a renewed collective agreement that establishes procedures and criteria for making recommendations for the hiring of auxiliary, term, or regular instructors.
- 3.10.3.5.1 The JSC shall use the October 1991 report of the Committee for Hiring Procedures and Criteria as well as existing department or area hiring criteria and procedures as bases for its work.
- 3.10.3.5.2 On the first of the month following their ratification by the Association and the College, the procedures and criteria for hiring developed by the JSC shall form part of the Collective Agreement and remain in force for the duration of the Collective Agreement.
- 3.10.3.6 **Instructor's Diploma Equivalents** - To recommend, within ten (10) months of the ratification of a renewed collective agreement, the equivalents of the Instructor's Diploma (Article 9-*Instructor's Diploma or Equivalent*) and its components as per Article 9.2.
- 3.10.3.6.1 On the first of the month following their ratification by the College and the Association, the established equivalents shall be used by the appropriate Vice President or delegate to determine the status of new instructors with respect to the Instructor's Diploma or equivalent.

- 3.10.3.7 **IRA Release Time Criteria** - to establish and recommend within four **(4)** months of the ratification of a renewed collective agreement criteria for Instructors with Responsibility Allowance release time as related to Article 13.9 (*Instructional Load*).
- 3.10.4 The Association appointed members of the JSC shall be granted reasonable period of paid leave in order to carry out their responsibilities.
- 3.10.5 Should the members of the JSC 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 VCCFA.
- 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.
- 3.1 **13** ⇒ 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.

4 HIRING, APPOINTMENTS AND CHANGE IN TYPE OF APPOINTMENT

4.1 Hiring

- 4.1.1 All instructors shall be hired in each area according to procedures and criteria established by the Joint Steering Committee, pursuant to Articles 3.10.3.4 and 3.10.3.5.

4.2 Appointment Letters

All instructors, as defined by the terms of this Collective Agreement, shall be appointed with written letter of employment, except as outlined in Article 2.9 (Auxiliary Instructors).

- 4.2.1 ⇒ Instructors who are offered regular appointments shall confirm acceptance by signing and returning one copy of their offer of appointment letter to the College.
- 4.2.2 ⇒ Instructors 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 appointment will be deemed to have been accepted unless the instructor concerned duly notifies the College in writing to the contrary within ten (10) working days of receipt of the offer letter.

4.3 Regular Appointments

The College's right to appoint term and part-time regular instructors or to employ auxiliary instructors is to be exercised only when the nature and requirements of the program make it impractical to appoint full-time regular instructors.

4.4 Probationary Regular Appointments

- 4.4.1 Appointments to regular instructor status outside of the process outlined in Article 4.6 (*Change in Type of Appointment*) shall have a one (1) year probationary period as per Article 2.4 (Probationary Regular Instructors).
- 4.4.2 Probationary regular instructors shall be evaluated as per Article 16 (Evaluation of Probationary Regular *and Term* Instructors) 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.
- 4.4.3 The College reserves the right to waive the probationary period requirement of such appointments.
- 4.4.4 Notice of available regular appointments shall be posted and the Association shall be provided with a copy of the notice at the time of posting.

- 4.4.5 Except as provided in Article 11 (*Instructor Reduction, Severance Pay, and Recall*), permanent regular instructors transferred to different positions 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 Instructors*) as they apply to these positions. At the end of a twelve (12) month trial period, permanent regular instructors 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 (1) month's notice.

4.5 Term Appointments

- 4.5.1 In order to be considered for term appointments an instructor 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 Instructors*).
- 4.5.2 Before any term appointment is made in a department or area, all regular instructors who are eligible for recall as per Article 11.6 shall be recalled.
- 4.5.3 ⇒ Term appointments to a maximum of full-time status shall then be offered to interested part-time regular instructors within the area concerned on the basis of seniority as defined in Article 10.1 (*Definition and Calculation of Seniority*).
- 4.5.3.1 ⇒ Within one month of the ratification of the Collective Agreement, all part-time regular instructors interested in term appointments in their area shall indicate their interest in writing to the department head(s) or coordinator(s) concerned.
- 4.5.3.2 ⇒ Part-time regular instructors who do not indicate their interest in term appointments within one month of the ratification of the Collective Agreement may do so in writing to the appropriate Dean at a later date but 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.

4.6 Change in Type of Appointment

- 4.6.1 Term instructors who have held appointments at one-half time or more for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said three hundred and eighty (380) duty days, provided such instructors have received a successful evaluation in keeping with Article 16 (*Evaluation of Probationary Regular and Term Instructors*).
- 4.6.1.1 ⇒ Instructors who fail to accumulate 380 duty days within a continuous twenty-four (24) month period but who have undertaken an instructional assignment equal to that of the regular instructional assignment of regular instructor(s) in their

department or area shall receive a permanent regular appointment pursuant to Article 4.6.1.

- 4.6.2 For the purposes of regularization, no instructor may accrue more than 202 duty days in a fiscal year.
- 4.6.3 In the event there is no instructional position available, instructors shall be subject to Article 11 (*Instructor Reduction, Severance Pay, and Recall*).
- 4.6.4 The time-status of regular appointments granted as per Article 4.6.1 shall be equal to the time-status of appointments maintained by the term instructor for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.
- 4.6.5 Part-time regular instructors who have held additional term appointments for at least three hundred and eighty (380) days within a continuous twenty-four (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 instructor for at least three hundred and eighty (380) days within a continuous twenty-four (24) month period. The increase in time-status shall come into effect on the first of the month following the completion for the said three hundred and eighty (380) days.

5 SALARIES AND ALLOWANCES

See Appendix "I" Salary Schedule, page 71.

5.1 Per Diem Rate

The per diem rate is calculated by dividing the annual rate by 202. Annual vacation pay, general (statutory) holiday pay, and Christmas holiday pay are included in each per diem amount thus calculated.

5.2 Regular Instructors

- 5.2.1 Full-time regular instructors shall be paid an annual salary determined in accordance with the per annum rates in the schedule. The salary shall be payable in twelve (12) equal instalments, one (1) at the end of each calendar month.
- 5.2.2 Part-time regular instructors shall be paid an annual salary determined in accordance with the per annum rates in the schedule on a pro-rated basis. The salary shall be payable in twelve (12) equal instalments, one (1) at the end of each calendar month.

5.2.3 Regular instructors employed for additional duty concurrent with their regular contract shall be paid at the same step as their current step and schedule.

5.3 Term Instructors

5.3.1 Term instructors whose appointments are for a full year shall be paid on the same basis as regular instructors.

5.3.2 Term instructors 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 the schedule for each assigned duty day worked.

- 5.3.3 Term instructors 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 Term instructors whose written contract is cancelled for any reason within the first ten (10) duty days of that contract shall be paid at the contracted per diem rate for all said ten (10) duty days.
- 5.3.5 Term instructors employed for additional duty concurrent with or as an extension of their current contract shall be paid at the same step as for their current contract.

5.4 Auxiliary Instructors

- 5.4.1 Auxiliary instructors who are employed on a full-time basis shall be paid a per diem rate according to the schedule for each duty day worked.
- 5.4.2 Auxiliary instructors 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 instructors shall be employed for a minimum of three hours per duty day

5.5 Allowances

For the term of this Collective Agreement, the following annual responsibility allowances are payable:

- 5.5.1 Associate Deans/College Librarian - See also Article 7.2.2.6 (*Vacation Scheduling Options for Associate Deans/College Librarian*).
\$5,505
- 5.5.2 Department Heads
\$2,522
- 5.5.3 Assistant Department Heads and Coordinators II
\$1,621
- 5.5.4 Coordinators I
\$808
- 5.5.5 Instructors appointed or requested to assume fully the duties of associate deans/college librarian, department heads, assistant department heads or coordinators on a temporary basis for a period of one (1) month or longer, shall receive the applicable allowance as prescribed in Article 5.5 hereof 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 Placement

- 5.6.1 Nothing in this Agreement shall prevent instructors from being hired at salaries above the minimum step of the salary schedule.
- 5.6.2 Auxiliary instructors' rates shall normally be based on the minimum step of the salary schedule for the first nineteen (19) consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the twentieth (20) and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary instructors at per diem rates higher than the minimum step of the salary schedule.
- 5.6.3 All instructors shall have the right to discuss their initial step placements with the appropriate Vice President or delegate. All instructors have the right to have an Association representative present at any discussion.
- 5.6.4 In determining the initial placement of instructors, consideration shall be given by the appropriate Vice President or delegate to previous educational, instructional, and work experience. The onus is on the instructors to present evidence of such experience at the time of initial placement. Without limiting the generality of the foregoing, the following criteria may be used in determining the initial placement of instructors:
- a) elementary, secondary, or post-secondary teaching experience;
 - b) teaching experience at a recognized adult educational institution;
 - c) teaching experience gained through post-secondary teaching/instructional assistantships;
 - d) related business, industrial, and/or technical or related occupational experience;
 - e) academic degree, diploma, or equivalent;
 - f) certification in the subject area.
- 5.6.5 Not more than one step can be credited to an instructor for any given calendar year of educational, instructional, or industrial experience.
- 5.6.6 New instructors shall receive a written rationale concerning their initial step placement accompanying their letter of initial appointment and the Association shall be copied.
- 5.6.7 Should, within four **(4)** months of initial appointment, new instructors 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 instructors may submit any additional information that could affect their placement.

- 5.6.8 New instructors whose initial step placement is reviewed within the referenced four **(4)** months and adjusted shall have any such salary adjustments made effective to the date of commencement of their initial contract.

5.7 Increments

- 5.7.1 Instructors shall advance one (1) step on the 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 instructors who commenced employment on or before the fifteenth day of any month shall be the first day of that month; increment dates of instructors who commenced employment after the fifteenth 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 instructors receive their increments at the beginning of the month following the month in which the equivalent of 202 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 sixty (60) or fewer assigned duty days in any contract year after the expiration of usable sick leave.

- 5.7.4 The increment date cannot be advanced.

- 5.7.5 Service as auxiliary instructors cannot be used for increment purposes and auxiliary instructors are not eligible for increments.

5.7.6 Increments During Leaves

- 5.7.6.1 ⇒ Increment entitlement shall be delayed one (1) month for each month of absence or any portion thereof exceeding ten (10) duty days unless instructors are absent without pay as per Articles 5.7.6.2, 8.9.1 (*Maternity Leave and Parental Leave(Natural Mother)/Employment Standards Act*), 8.9.2 (*Parental Leave (Natural Father)/Employment Standards Act*), and 8.10.1 (*Adoption Leave/Employment Standards Act*).

- 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 instructor's normal duties and responsibilities. Instructors 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.

5.7.7 Increments and Instructor's Diploma

Instructors who started on or after 1972 January 01 must complete the "Instructor's Diploma" or equivalent in order to obtain their fourth (4th) salary increment from the time they joined the instructional staff. See also Article 9 (*Instructor's Diploma or Equivalent*).

5.8 New and Revised Rates

5.8.1 A rate change in the 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 seven (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).

5.8.2 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 seven (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).

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 Article 6.1.2 and 6.1.3 and which are determined for each instructor under the terms of Article 6.2.1 and 6.3.1. It is acknowledged that an instructor'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 instructor under the terms of Article 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
- 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 instructor under the terms of Article 6.2.1 and 6.3.1.

- student evaluation and/or placement
- marking
- office hours
- provision of information and/or resources to students
- administrative, divisional, 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
- other duties agreed to by the department and appropriate Vice President or delegate

6.2 ⇨ Determination of Departmental Workload Profiles

6.2.1 In each department, the department head shall consult with the instructors 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 instructors in the department. The decision of the department shall then be subject to the approval of the appropriate Vice-president or delegate. The approval of the appropriate Vice-president or delegate shall not be unreasonably withheld.

6.2.2 In determining the forms of work that constitute instructors 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 an instructor's assigned duty includes the forms of work listed in Article 6.1.3, the instructor 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, instructors 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 instructors 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.

6.3 ⇒ Hours of Assigned Duty

- 6.3.1 There shall be a maximum of twenty-five (25) hours of assigned duty per week for full-time instructors.
- 6.3.2 The maximum number of hours of assigned duty per week for part-time instructors shall be prorated.
- 6.3.3 Under no circumstances shall the number of hours in which an instructor is assigned to duties listed in Article 6.1.2 exceed the level(s) existing in the instructor's department in the 1989-90 fiscal year, nor shall the total number of assigned duty hours per instructor exceed the level(s) existing in the instructor's department in the 1989-90 fiscal year.
- 6.3.4 No instructor shall have more than five (5) hours of assigned duty per day or more than five (5) consecutive days of assigned duty per week.
- 6.3.5 Arrangements shall be made at each campus for a meal break of one (1) hour duration and for two fifteen (15) minute breaks each day. The breaks shall not be included as part of an instructor's assigned duty.
- 6.3.6 The foregoing 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 Vice-president.

6.4 Scheduling

- 6.4.1 The department head, with the involvement of the instructors of the department, shall determine each instructor's schedule of assigned duty (subject to the terms of Article 6.2.1 and 6.3.1), professional development, vacation and other leave periods.
- 6.4.2 Approval of all such schedules is the responsibility of the appropriate Vice President or delegate. 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 an instructor's schedule of assigned duty, professional development, vacation, and other leave periods.
- 6.4.3 A regular instructor 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 6.4.2 of this Agreement are met.

- 6.4.4 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 ten (10) days of assigned duty over nine (9) days or the equivalent of five (5) days of assigned duty over four **(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 an instructor-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 instructor's subject area; or, to gain additional knowledge and professional competence in the instructor's subject area. The term "Professional Development" allows for different activities among instructors, departments, and areas as well as for activities not directly or immediately related to the instructor's position at the College.
- 6.6.2 To accommodate the foregoing, the College shall provide to each instructor a minimum of twenty (20) working days with pay each fiscal year for professional development purposes.
- 6.6.3 The College may provide instructors with additional working days with pay for professional development purposes beyond the prescribed minimum of 6.6.2. Any such days shall be granted on the basis of individual application, need, and merit.
- 6.6.4 Instructors 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 Vice President or delegate. The College reserves the right to suggest alternate activities for the instructor's consideration. Upon completion, instructors shall account for their activities during their professional development.
- 6.6.5 ⇒ Regular and term instructors, employed half-time or more, who complete eight (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 instructor is fit to return to duty, shall be entitled to professional development, as provided herein.
- 6.6.5.1 ⇒ For those instructors 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, instructors 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. *See explanatory chart, Appendix "V" page 77.*

- 6.6.6 With the prior written approval of the appropriate Vice President or delegate, any professional development during an instructor's vacation period **will** result in the equivalent number of vacation days being scheduled in accordance with Article 6.4 (*Scheduling*).
- 6.6.7 In order to accommodate professional development pursuant to Article 6.6.1, the College shall provide funding in accordance with the attached Letter of Agreement: *Professional Development Funds*.

7 BENEFITS

In addition to the details on employee benefits provided below, see Appendix "II", "Schedule of Benefit Participation" on page 72 and Appendix "III", "Summary of Benefits During Leaves" on page 73.

7.1 Entitlement to Benefits

7.1.1 Regular Instructors

- 7.1.1.1 ⇒ Permanent regular instructors and probationary regular instructors 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 complete calendar month of employment.
 - Dental, Salary Indemnity, Long Term Disability and Group Life Insurance:
effective the first of the month following completion of one month of service. Participation in these plans is mandatory upon eligibility. However, instructors may waive participation in the dental plan provided they have alternate coverage. Should their other dental coverage cease, instructors must immediately apply for coverage under the College's dental plan.
- 7.1.1.2 Regular instructors 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 twenty-four (24) months:
- Medical Services Plan (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 twelve months.

- Extended Health Benefits, provided MSP coverage is maintained.
- Dental.

Such benefits will be maintained for instructors provided they pay the full cost of the premiums in advance on a quarterly basis. Failure to do so will result in the cessation of benefit coverage.

7.1.2 Term Instructors

7.1.2.1 ⇒ Term instructors 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 Payment on Death). Eligibility periods for health, disability, and life insurance benefits are as follows:

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

7.1.2.2 ⇒ Term instructors 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), sick leave, and all health and welfare insurance benefits in accordance with the terms of this Agreement (excepting Payment on Death). Eligibility periods for health, disability, and life insurance benefits are as follows:

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

- 7.1.2.3 Other term instructors 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).

7.2 Annual Vacation

7.2.1 Number of Vacation Days

The annual vacation in a complete fiscal year for all regular instructors, except for the College Librarian or those Associate Deans who choose the vacation provisions of Article 7.2.2.6, is forty-four (44) duty days and pro-rata.

During the periods 1982, January 01 to 1983, March 31, an instructor shall earn fifty-five (55) days and during this period may utilize only forty-four (**44**) days, recognized as being the annual vacation entitlement; the remaining eleven (11) days shall be banked. It is intended that non-utilized days be "banked" and that they may either be paid out upon termination, or utilized, with the approval of the appropriate Vice President or delegate.

7.2.2 Scheduling of Vacation

- 7.2.2.1 ⇒ 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 (1) period of forty-four (44) consecutive working days; or
- two (2) periods of approximately twenty-two (22) consecutive working days.

- 7.2.2.2 At the time of scheduling annual vacation, the department head, with the involvement of the instructor, shall first identify which of the options referred to in 7.2.2.1 is being requested; second, schedule the vacation accordingly; and then schedule residual days, if any.

- 7.2.2.3 Provided the commitment of the College to instruction is met, vacation periods other than as provided in 7.2.2.1 above, may be accommodated on the recommendation of the department head and with the approval of the appropriate Vice President or delegate.

- 7.2.2.4 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.

- 7.2.2.5 A general (statutory) holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

7.2.2.6 ⇒ Vacation Scheduling Options for Associate Deans/College Librarian

- a) Thirty (30) days, normally taken in a block of one (1) month with that block taken separately from the remaining days, together with a payment of 5.8% of

basic salary in lieu of the balance of annual vacation to which regular instructors are entitled, or

- b) Forty-four (44) days, taken in blocks of time approved by the campus administration with no additional payment.
- c) Associate Deans or the College Librarian shall notify the administration of their choice of holiday option at least thirty (30) days prior to the start of the fiscal year.

7.2.3 Vacation Credit Accrual

7.2.3.1 Full-time Regular Instructors

Full-time regular instructors 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.

7.2.3.2 Part-time Regular Instructors

Part-time regular instructors shall accrue vacation credit within a fiscal year at the same rate as full-time regular instructors specified in Article 7.2.3.1, but shall have payment for vacation days accrued adjusted to reflect the time status at which the days were accrued throughout the fiscal year.

7.2.3.3 Term Instructors

- a) Term instructors on annual contracts shall accrue vacation credit at the same rate as regular instructors. 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 instructors 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.

7.2.3.4 Vacation Credit for Partial Months

An instructor who commences employment during a period from the first (1st) to the fifteenth (15th) of the month, shall be credited with a full credit for that month.

An instructor who commences employment from the sixteenth (16th) to the end of the month, shall not be given credit for that month.

An instructor who terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not be given credit for that month. If an

instructor terminates employment from the sixteenth (16th) to the end of the month, he/she shall be credited with full credit for that month.

7.2.3.5 Vacation Credit While on Leave

Except for periods of Maternity, Parental or Adoption Leave, provided for in Articles 8.9.1, 8.9.2 and 8.10.1, instructors 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;
- 16 calendar days and more - no credit.

7.3 General (Statutory) Holidays

7.3.1 Approved general (statutory) holidays are as follows:

New Year's 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.

7.3.2 ⇒ For the term of this Agreement, the following general (statutory) holidays will be observed as follows (listed by fiscal year):

Good Friday	Fri. April 14/95	Fri. April 5/96	Fri. March 28/97
Easter Monday	Mon. April 17/95	Mon. April 8/96	Mon. March 31/97
Victoria Day	Mon. May 22/95	Mon. May 20/96	Mon. May 19/97
Canada Day	Mon. July 3/95*	Mon. July 1/96	Tue. July 1/97
B.C. Day	Mon. August 7/95	Mon. August 5/96	Mon. August 4/97
Labour Day	Mon. September 4/95	Mon. September 2/96	Mon. September 1/97
Thanksgiving Day	Mon. October 9/95	Mon. October 14/96	Mon. October 13/97
Remembrance Day	Mon. November 13/95**	Mon. November 11/96	Tue. November 11/97
Christmas Day	Mon. December 25/95	Wed. December 25/96	Thur. December 25/97
Boxing Day	Tue. December 26/95	Thur. December 26/96	Fri. December 26/97
New Year's Day	Mon. January 1/96	Wed. January 1/97	Thur. January 1/98

(*) In lieu of Sat. July 1, 1995;

(**) In lieu of Sat. November 11, 1995

7.4 Observance of General (Statutory) Holiday

When a general holiday occurs on a Saturday or Sunday, the following Monday shall be deemed to be a holiday in lieu thereof.

7.5 Christmas Holiday

7.5.1 A Christmas holiday shall be granted From December 24 to New Year's Day inclusive as a minimum, and exclusive of the general holidays which fall on a weekday within this period.

- 7.5.2 When Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, the duty day or days prior to December 24 shall be deemed to be a holiday(s) in lieu thereof.

7.6 Sick Leave Credit Accrual

See also Articles 8.4 (*Illness or Injury Covered by Workers' Compensation Regular and Term Instructors*) and 8.5 (*Illness or Injury Not Covered by Workers' Compensation*)

- 7.6.1 Full-time regular instructors and full-time term instructors shall accrue sick leave credits at the rate of one and one-half (1 1/2) days for each month in which they are on duty for 50% or more of the designated duty days for that month.
- 7.6.2 Instructors employed half-time or more shall accrue sick leave credits on a pro-rated basis.
- 7.6.3 An instructor who commences employment during a period from the first (1st) to the fifteenth (15th) of the month, shall accrue full credit for that month.
- An instructor who commences employment from the sixteenth (16th) to the end of the month, shall not accrue credit for that month.
- 7.6.4 An instructor who terminates employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not accrue credit for that month. An instructor who terminates employment from the sixteenth (16th) to the end of the month, shall accrue full credit for that month.
- 7.6.5 When instructors are not on duty, the accrual of sick leave credits will continue only if the absence is with pay.
- 7.6.6 Except for periods of Maternity, Parental or Adoption leave provided for in Articles 8.9.1, 8.9.2 and 8.10.1, instructors 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;
 - 16 calendar days or more - no credit.
- 7.6.7 ⇒ Sick leave credits may be accrued to a maximum of two hundred sixty-one (261) working days.
- 7.6.8 Instructors shall receive an individual accounting of their sick leave once each year in the month of September.

- 7.6.9 Accrued sick leave credit is lost on termination of employment. However, such sick leave credit will be restored to an instructor on recommencement of service, as a term or regular instructor, within two (2) calendar years provided the previous termination was not caused by the instructor, and provided the instructor has not refused a proposed contract from the College in that period.

7.7 Salary Indemnity

7.7.1 Sick Leave Advance/Weekly Indemnity Transition

Where, upon becoming disabled, instructors have insufficient sick leave credits to accommodate the ten (10) working day waiting period to be eligible for weekly indemnity benefits, an advance equal to the number of sick leave credit days which could be earned by the subsequent March 31st, will be made.

7.7.2 Short-Term Salary Indemnity (Disability Income Benefit)

- 7.7.2.1 ⇒ Short-term salary indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

- amount of benefit: 70% of salary to a maximum of \$555 per week;
- duration of benefit: fifty-two (52) weeks;
- benefit effective: upon expiration of sick leave credit or after (10) working days, whichever last occurs.

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

- 7.7.2.2 The premium cost of salary indemnity coverage shall be borne entirely by instructors and shall be paid by means of payroll deduction.

7.7.3 Long-Term Salary Indemnity (Disability Income Benefit)

- 7.7.3.1 ⇒ Long-term salary indemnity 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 \$2,404 per month;
- duration of benefit: until retirement or as otherwise provided;
- benefit effective: upon expiration of short-term salary indemnity coverage.

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

- 7.7.3.2 The College shall pay the entire premium cost of long-term salary indemnity.

7.8 Health Insurance

7.8.1 Basic Health Benefits

The College shall pay one hundred percent (100%) of the cost of monthly premiums for instructors employed half-time or more. Coverage shall commence at the beginning of the first complete calendar month.

7.8.2 Extended Health Benefits

The College will pay one hundred percent (100%) of the cost of monthly premiums for instructors 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) Eighty percent (80%) reimbursement on the first one thousand dollars (\$1,000) in-province eligible expenses in excess of the twenty-five dollar (\$25) per family deductible and one hundred percent (100%) thereafter in the same year.
- b) The lifetime maximum amount of benefits payable for any one member or dependent shall be one million dollars (\$1,000,000).
- c) Vision care charges for the purchase of corrective lenses and frames or contact lenses, The maximum Benefit payable shall be three hundred dollars (\$300) per person in two calendar years.
- d) Hearing aids in the amount of six hundred dollars (\$600) every four **(4)** years for any one member or dependent.

7.9 Dental Plan

7.9.1 The College shall pay one hundred percent (100%) of the cost of the monthly premiums for the dental plan.

7.9.2 ⇒ 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 approved schedule of fees;
- b) prosthetics, crowns, and bridges (Plan B) paying for 50% of the approved schedule of fees;
- c) orthodontics (Plan C) paying for 50% of the approved schedule of fees to a maximum of \$2,500 per person.

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

7.10 Compulsory Group Life and Accidental Death and Dismemberment Insurance

7.10.1 The following instructors shall participate in the group life plan:

- All regular instructors shall be covered from the beginning of the first complete calendar month of employment.
- All term instructors who are employed half-time or more shall be covered from the beginning of the first complete calendar month following completion of ten (10) months of service within a consecutive twelve (12) month period.

7.10.2 The College will pay one hundred percent (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 three (3) times the annual maximum salary of the Instructor. The Accidental Death and Dismemberment Insurance plan provides a benefit of up to three (3) times the annual maximum salary of the instructor.

7.10.3 An instructor who retires at or beyond the age of fifty-five (55) years and who is in receipt of a pension under the provisions of the College Pension Act shall continue to receive group life insurance coverage in the amount of \$10,000 for a period of five (5) years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.

7.10.4⇒ Term instructors 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.

7.10.5 Instructors 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 instructors are responsible for the payment of the entire premium cost, based on their age at the time of application.

7.11 Voluntary Life Insurance Coverage

By payment of the necessary premiums through payroll deductions, instructors 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 \$250,000 in accordance with the terms of the contract with the insuring company.

7.12 R.R.S.P. Payroll Deductions

Instructors may authorize the College to deduct specified amounts from their wages each month for R.R.S.P.'s. Tax deductions at source will be adjusted to accommodate the deductions. In authorizing such deductions, instructors shall

absolve the College of any responsibility for such funds following their remittance to the trust company. The College will, on behalf of the instructors, remit to a single designated trust company, by the tenth (10th) of the month following, the funds which have been deducted. It shall be the responsibility of instructors to direct the trust company concerning the investment of such funds.

7.13 Payment Upon Death

In the event of death of regular instructors, the College will pay to their spouse, or if there is no spouse, to the estate of those deceased, one (1) month's salary exclusive of any amount already earned by those deceased up to the date of which they last served.

7.14 Premium Savings

It is hereby understood and agreed that premium savings accrued by virtue of Unemployment Insurance Commission assessment shall be used to offset partially the costs of salary indemnity and future benefit improvements.

7.15 Group of 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 employees 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.

7.16 College Pension Plan

Instructors are eligible for coverage in accordance with the appropriate provincial legislation and the terms of the College Pension Plan. (*See summary documents provided by the College*).

7.17 Unemployment Insurance

Instructors shall be covered for unemployment insurance insofar as the statutes permit.

8 LEAVES

8.1 General Information for Leaves

8.1.1 Application and Scheduling for Leaves

8.1.1.1 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.

8.1.1.2 ⇒ 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 except for:

- *Maternity Leave and Parental Leave (Natural Mother/Employment Standards Act (Article 8.9.1);*
- *Parental Leave (Natural Father)/Employment Standards Act (Article 8.9.2);*
- *Adoption Leave/ESA (Article 8.10.1);*
- *Retirement Preparation Leave (Article 8.11);*
- *Renewal Leave (Article 8.12).*

These leaves may only be taken as full-time leaves.

8.1.1.3 Scheduling of all leaves shall be done by department heads as provided in Article 6.12 (*Scheduling*).

8.1.2 Return from Leaves

Upon return from an approved leave, an instructor shall be entitled to assume the same or equivalent instructional position they held at the time of leave.

8.1.3 Benefits and Entitlements While on Leave

See APPENDIX "III" for Summary of Benefits During Leaves (Page 73).

8.1.3.1 *Seniority* - An instructor's seniority shall continue to accrue during any period of approved leave.

8.1.3.2 *During Paid Leave* - Instructors on paid leave shall continue to receive all employee benefits as provided for in Article 7 (*Benefits*) and the leave shall count as service for increment purposes.

8.1.3.3 *During Unpaid Leave:*

- a) *Increments* - Instructors on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6 (*Increments During Leaves*), Article 8.9.1 (*Maternity and Parental Leave(Natural Mother)/ESA*), Article 8.9.2 (*Parental Leave (Natural Father)/ESA*) and Article 8.10.1 (*Adoption Leave/ESA*).
- b) *Continuance of Benefits* - Instructors 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:

a) Up to and including fifteen (15) calendar days: all employee benefits continue;

b) Sixteen (16) calendar days or more: no benefits except as provided in Articles 8.9.1 (*Maternity Leave and Parental Leave (Natural Mother)/ESA*); Article 8.9.2 (*Parental Leave (Natural Father)/ESA*); Article 8.10.1 (*Adoption Leave/ESA*); 8.11 (*Retirement Preparation Leave*); and 8.12 (*Renewal Leave*). However, instructors on unpaid leave of sixteen (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 employee and employer shares:

- Health Insurance (Basic and Extended) (Article 7.8);
- Dental Plan (Article 7.9);
- Group Life Insurance (Article 7.10);
- Short and Long Term Salary Indemnity (up to two months) (Article 7.7);
- College Pension Plan (Article 7.16).

8.1.4 When instructors 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 on or off campus, but, in either case, such time will not be considered leave of absence from duty.

8.1.4.1 When instructors are taking such leave, all approved expenses will be assumed by the College. For the purposes of this Agreement, curriculum development includes new course preparation and revision of a program or course, whether undertaken by an individual or by a group.

8.2 Personal Leave

8.2.1 With the approval of the appropriate Vice-president or delegate, an instructor 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.

8.2.2 This leave shall be without pay unless otherwise authorized.

8.3 Education Leave

8.3.1 ⇒ The College shall grant upon application two (2) full-time equivalent (FTE) Education Leaves per fiscal year. One (1) full-time equivalent is deemed to represent twelve (12) months' time within a fiscal year.

A joint administrative and faculty Education Leave Committee shall develop a 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 8.3.6.5 and 8.3.7.4 herein.

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

8.3.3 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.

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

8.3.5 Instructors, within one (1) 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, instructors shall refund the amount paid to them by the College during such leaves.

8.3.6 Long-Term Education Leave

8.3.6.1 Leaves of more than four (4) months to one (1) calendar year shall be considered long-term leaves.

8.3.6.2 In order to be granted long-term education leave, instructors must have been permanent regular instructors for at least five (5) years.

8.3.6.3 Instructors undertake to remain in the service of the College for a minimum of three (3) years immediately following their return from such leave. In the event that instructors fail to remain one (1) complete year, they shall refund to the College the full amount paid to them by the College during such leave; failing to remain two (2) complete years, they shall refund two-thirds (2/3) of the amount; failing to remain (3) complete years, they shall refund one-third (1/3) of the amount.

8.3.6.4 Normally, instructors shall not be eligible for subsequent long-term education leaves until a period of six (6) years has elapsed since the completion of the previous leave.

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

8.3.7 Short-Term Education Leave

8.3.7.1 Leaves of up to four (4) months shall be considered short-term leaves.

8.3.7.2 In order to be granted short-term education leaves, instructors must have been permanent regular instructors for at least two (2) years.

- 8.3.7.3 Instructors undertake to remain in the service of the College for a minimum of one (1) 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.
- 8.3.7.4 A request for short-term education leave must be made at least two (2) months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one (1) month prior to the requested commencement date.
- 8.3.7.5 Normally, instructors shall not be eligible for subsequent short-term education leaves until a period of two (2) years has elapsed since the completion of the previous leave.

8.4 Illness or Injury Covered by Workers' Compensation (Regular and Term Instructors)

If an instructor is entitled to Worker's Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the employee thus ensuring all employee benefits and pension benefit coverage and, in addition, pay to the employee the difference between the benefit and salary.

8.5 Illness or Injury Not Covered by Workers' Compensation

- 8.5.1 ⇒ Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the instructor's accrued sick leave credit. See also Article 8.9.1 (*Maternity Leave and Parental Leave (Natural Mother/ESA)*); Article 8.9.2 (*Parental Leave (Natural Father)/ESA*); Article 8.10.1 (*Adoption Leave/ESA*) and Article 7.6 (*Sick Leave Credit Accrual*).
- 8.5.2 ⇒ 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 instructor concerned, and the corresponding number of sick leave credits shall be restored to that instructor.
- 8.5.3 Any instructor absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such instructor is unable to carry out their duties due to illness.
- 8.5.4 Medical certificates will normally be requested only where an absence exceeds five (5) days or where it appears that a pattern of constant or frequent absences from work is developing.

8.6 Sick Leave for Family Illness

- 8.6.1 Instructors may use up to three (3) days per fiscal year of sick leave to attend an immediate family member who is ill. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, immediate family member shall mean the instructor's spouse, child, or parent.
- 8.6.2 The appropriate Vice-president may approve use of up to three (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.

8.7 Funeral

With the approval of the appropriate Vice-president, funeral leave of one-half (1/2) day will be granted, with pay, but not in addition to bereavement leave.

8.8 Bereavement

- 8.8.1 ⇒ In the case of death in the immediate family, bereavement leave shall be granted with pay for a period not to exceed five (5) working days, provided the bereaved instructor has notified the immediate supervisor. For the purposes of this Article immediate family shall mean spouse, child, brother, sister, parent, parent-in-law, or any other relative if living in the same household.
- 8.8.2 The appropriate Vice-president may grant bereavement leave in the case of death of any other person.

8.9 Leave for Birth of a Child**8.9.1 ⇒ Maternity Leave and Parental Leave (Natural Mother)/Employment Standards Act**

- 8.9.1.1 For the benefits of the Employment Standards Act to apply, instructors must ensure that the appropriate certificate indicated in that Act is signed by duly qualified medical practitioner and submitted to the appropriate Vice-president.
- 8.9.1.2 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 fifty-two (52) consecutive weeks without termination of contract. Upon return from maternity leave, the instructor is entitled to assume the instructional position she would have held had the leave not occurred.
- 8.9.1.3 ⇒ Within the fifty-two (52) week leave period granted under Article 8.9.1.2, weeks 19 through 30 inclusive shall be considered statutory parental leave.

8.9.1.4 ⇒ Notwithstanding the provisions of Articles 8.9.1.2 and 8.9.1.3 above, the College shall make its premium contributions for pension, medical, extended health, group life, and dental plan insurance in accordance with Section 53 of 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 instructor returns to duty at the completion of the maternity leave.

8.9.1.5 Instructors on maternity leave may opt for the continuance of short term salary indemnity by payment of the necessary premiums. Long term disability premiums are paid by the College during the Statutory Period only. Instructors 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.

8.9.1.6 Employees wishing to return to duty prior to the expiration of six (6) weeks following the actual date of birth of the child shall give the College one week's notice, in writing, of such intention.

8.9.2 ⇒ Parental Leave (Natural Father)/Employment Standards Act

8.9.2.1 ⇒ For the benefits of the Employment Standards Act to apply, instructors must ensure that the appropriate certificate indicated in that Act is signed by duly qualified medical practitioner and submitted to the appropriate Vice-president.

8.9.2.2 ⇒ The College shall grant parental leave without pay in accordance with the provisions of the Employment Standards Act for a period of twelve (12) weeks. The said leave must be taken within fifty-two (52) weeks of the birth of his child. A written request must be submitted no later than four (4) weeks prior to the commencement of the leave.

8.9.2.3 ⇒ The College shall make its premium contributions for pension, medical, extended health, group life, and dental plan insurance in accordance with Section 53 of 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 instructor returns to duty at the completion of the parental leave.

8.9.2.4 ⇒ Instructors on parental leave may opt for the continuance of short term salary indemnity by payment of the necessary premiums. Long term disability premiums are paid by the College during the Statutory Period only.

8.9.3 Paid Parental Leave (Spousal)

Upon the birth of his/her spouse's child, an instructor shall, upon application to the appropriate Vice-president, be entitled to three (3) days paid parental leave. Such leave shall be charged against the instructor's sick leave credits to the extent said credits will accommodate.

8.10 Leave for Adoption of Child

8.10.1 Adoption Leave/Employment Standards Act

- 8.10.1.1 An instructor applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are instructors under the terms of this Collective Agreement, only one (1) instructor shall be entitled to leave under the provisions of this clause.
- 8.10.1.2 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 contract. Upon return from such leave the instructor is entitled to assume the instructional position the instructor held at the time of leave.
- 8.10.1.3 ⇒ Within the fifty-two (52) week period granted under Article 8.10.1.2, weeks one (1) through twelve (12) shall be considered statutory parental leave.
- 8.10.1.4 Notwithstanding the provisions of Article 8.10.1.2, the College shall make its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the provisions of Section 53 of the Employment Standards Act for the entire duration of the leave for adoption. Vacation and sick leave credits and increment entitlement will accrue only for the duration of the leave for adoption falling within the time limits prescribed in the Employment Standards Act and provided the instructor returns to duty at the completion of the adoption leave.
- 8.10.1.5 Instructors taking adoption leave may opt for the continuance of short and long term salary indemnity by the payment of the necessary premiums. Long term disability premiums are paid by the College during the Statutory Period only. Instructors 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.

8.10.2 Paid Parental Leave (Adoption)

Upon the adoption of a child, an instructor shall, upon application to the appropriate Vice-president, be entitled to three (3) days paid parental leave. Such leave shall be charged against the instructor's sick leave credits to the extent said credits will accommodate.

An instructor applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are instructors under the terms of this Collective Agreement, only one (1) instructor shall be entitled to leave under the provisions of this Clause.

8.11 Retirement Preparation

- 8.11.1 In order to allow an instructor nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an instructor shall be granted a leave of absence of between three (3) and twelve (12) consecutive months providing the following qualifications are met:
- a) The instructor has been a regular instructor for a minimum of five (5) years;
 - b) The instructor is at least fifty (50) years old;
 - c) The instructor should be on the maximum salary range;
 - d) An appropriately qualified replacement instructor, if required, is available. The ultimate replacement instructor shall be identified and, wherever possible, be at the minimum step of the salary schedule.
- 8.11.2 A maximum of twenty (20) instructors shall be granted Retirement Preparation Leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.11.2.1 Instructors shall submit written applications for Retirement Preparation Leave a minimum of three (3) months prior to the start of the fiscal year in which the leave is to commence.
- 8.11.2.2 Should the total number of leaves applied for under 8.11.2.1 exceed the maximum specified in 8.11.2, allocation of the twenty (20) Retirement Preparation Leaves shall be on the basis of seniority.
- 8.11.2.3 Should the maximum allowable number of leaves (twenty) not be reached through the process outlined above, further Retirement Preparation Leaves shall be granted during the fiscal year in which the leave(s) is to commence, provided the instructor submits a written application for the leave a minimum of three (3) months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
- 8.11.3 Retirement Preparation Leave shall be unpaid, but shall carry with it the following benefits:
- Medical, extended health, group life, and dental insurance benefits;
 - Provided the instructor elects to continue to pay the instructor's portion of pension contributions and is given permission to do so by the Superannuation Commission, the College shall continue to make its payments for the entire duration of the leave;
 - A stipend of \$1,000 per month for full-time instructors and pro-rata for part-time instructors and instructors on part-time leave;

- Instructors taking Retirement Preparation Leave may opt for the continuance of short and long term salary indemnity by payment of the necessary premiums.

8.11.4 Stipulations

- 8.11.4.1 An instructor 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 7.6 (*Sick Leave Credit Accrual*) and Article 8.5 (*Illness or Injury Not Covered by Workers' Compensation*), and the Retirement Preparation Leave shall immediately cease.
- 8.11.4.2 An instructor 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 ⇒ Renewal Leave

- 8.12.1 In order to provide instructors with an opportunity for renewal, the College shall, with the approval of appropriate Vice-president, grant Renewal Leaves of between six (6) and twelve (12) months, provided the following conditions are met:
- a) the instructor is a permanent regular instructor at commencement of leave granted hereunder;
 - b) the instructor should be on the maximum of the salary range;
 - c) an appropriately qualified replacement is available to assume the instructor's responsibilities;
 - d) the ultimate replacement instructor is identified and, wherever possible, shall be at the minimum step of the salary range.
- 8.12.1.1 ⇒ Instructors may apply for Renewal Leave of less than six (6) months. Renewal leaves of less than four (4) months must be taken in combination with professional development, vacation or other leaves so that their combined total is at least four (4) months. Approval of such applications will not be unreasonably denied.
- 8.12.2 A maximum of thirty (30) instructors shall be granted Renewal Leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.12.2.1 Instructors shall submit written applications for Renewal Leave a minimum of three (3) months prior to the start of the fiscal year in which the leave is to commence.
- 8.12.2.2 Should the total number of leaves applied for under 8.12.2.1 exceed thirty (30), the allocation of thirty (30) Renewal Leaves shall be on the basis of seniority.
- 8.12.2.3 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 instructor submits a written application for the leave a minimum of three (3) months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.

8.12.3 Renewal Leave shall be unpaid, but shall carry with it the following benefits:

- A stipend of \$1,200 per month for full-time instructors and pro-rata for part-time instructors and instructors on part-time leave.
- Medical, extended health, dental, and group life benefits.
- Instructors taking Renewal Leave may opt for the continuance of short and long term salary indemnity by payment of the necessary premiums.

8.12.4 Stipulations

8.12.4.1 An instructor on unpaid Renewal Leave must advise the College, in writing, no later than two (2) months prior to expiration of the leave confirming intention to return to duty.

8.12.4.2 An instructor who works elsewhere while on leave and has any of the insurance benefits listed in Article 8.12.3 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.

8.12.4.3 An instructor 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.

8.13 Jury Duty and Court Appearance

- 8.13.1 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 instructor, to qualify for permission from the appropriate Vice-president to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for court appearance.
- 8.13.2 Instructors 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.

8.14 Political Leave

- 8.14.1 In order to enable an instructor to contest a federal, provincial, or municipal election, the College shall grant the instructor an unpaid leave of absence for a period of up to two (2) months.
- 8.14.2 ⇒ In the event that an instructor is elected to a federal, provincial or municipal office, the instructor, 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 two (2) consecutive terms of political office.

9 INSTRUCTOR'S DIPLOMA OR EQUIVALENT

- 9.1 The Provincial Instructor's Diploma Program consists of the following component parts:
- Instructional and Curriculum Design
 - Elements of Instruction
 - Use and Design of Instructional Media
 - Evaluation of Learning and Instruction
- 9.1.1 The College and the Association recognize that the components of the Instructor's Diploma Program may be changed by the appropriate Ministry from time to time.
- 9.1.2 The equivalents of the Instructor's Diploma and its components shall be established by the Joint Steering Committee as per Article 3.10.3.6 and shall subsequently be used by the appropriate Vice President or delegate in determining the status of new instructors with respect to the Instructor's Diploma or equivalent.
- 9.2 At the time of their initial appointment, new instructors shall receive written notification regarding their status with respect to the Instructor's Diploma or equivalent. The notification shall include the following information:

- a) The components of the Instructor's Diploma or their equivalents, if any, that the instructor is determined to have completed.
 - b) The rationale used in the determination.
 - c) The components of the Instructor's Diploma or their equivalents, if any, that the instructor must complete in order to acquire the total credential.
- 9.3 Upon completion of one (1) year's service, instructors' progress toward acquisition of total credentials or their equivalent shall be monitored and the instructor shall be advised.
- 9.4 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.
- 9.5 Instructors on staff who have been "frozen" before their fourth (4th) increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7), shall be granted the next increment level, effective the first of the month immediately following receipt by the Director of Personnel Services of reasonable proof of completion of the Instructor's Diploma or the certification of its equivalent.
- 9.6 Notwithstanding the above, the date for other increments shall remain as outlined in Article 5.7 (*Increments*).

10 SENIORITY

See APPENDIX "IV" for examples of seniority calculations, page 74.

10.1 Definition and Calculation of Seniority

- 10.1.1 For the purpose of this Agreement, seniority is established on that date at which time a regular or term instructor became subject to the Vocational Instructors' Association or Vancouver Community College Faculty Association Collective Agreement, and in any event, not before September 1, 1949.
- 10.1.2 For the purposes of this Agreement, seniority is defined as an instructor's accrued service under the terms of the Association-College Collective Agreement and shall be calculated as provided in Articles 10.1.3 and 10.1.4.

10.1.3⇒ Regular Instructors

Effective April 1, 1992, all regular instructors, both full-time and part-time, shall accrue 261 full days of service per fiscal year.

Notwithstanding the above provision, in the case of instructors whose employment as regular instructors commences during a fiscal year, and/or in the case of regular

instructors who are laid off or recalled during a fiscal year, service as a regular instructor in that fiscal year shall be pro-rated for seniority purposes.

Laid off instructors who perform service on temporary recall shall accrue seniority on the same basis as full time term instructors.

In any event, regular instructors shall not accrue more than 261 days of service per fiscal year.

10.1.4 Term Instructors

10.1.4.1 Effective April 1, 1992, term instructors shall accrue up to a maximum of 261 full-time equivalent (FTE) days of service per fiscal year. Part-time service by such instructors shall be pro-rated.

10.1.4.2⇒ Effective April 1, 1992 all auxiliary work done concurrent with and after an instructor's initial term appointment shall be counted as service for the purpose of seniority, subject to retention of seniority as per Article 10.2. Such auxiliary service shall be pro-rated.

10.1.4.3 Effective April 1, 1992, seniority for term instructors shall be calculated by multiplying the number of full-time equivalent duty days of service by such instructors by the following ratio:

$$\frac{261}{202}$$

10.1.4.4 Instructors on the seniority list as of March 31, 1994 who held a term appointment or appointment at less than the then applicable half-time status prior to April 1, 1988 shall have their seniority total as of March 31, 1994 adjusted.

This adjustment shall include the total amount of less than half-time duty days worked under term appointment prior to April 1, 1988 as expressed in full-time day equivalents and shall be calculated using the seniority calculation system in effect when the days were worked.

10.1.5 Seniority accrued up to March 31, 1992 shall not be affected by the provisions of Article 10.1.3 and 10.1.4.

10.2 Retention or Loss of Seniority

10.2.1 Regular and term instructors shall retain and accrue seniority while in the employ of the College.

10.2.2⇒ Laid off instructors who are on recall shall retain seniority and shall upon reappointment within the recall period have their previously accrued seniority restored.

- 10.2.2.1⇒ Laid off instructors who perform service on temporary recall shall accrue seniority as per Article 10.1.3.
- 10.2.3 ⇒ Term instructors shall retain seniority until the end of the fiscal year following the fiscal year in which they were last employed.
- 10.2.4 Instructors who sever employment of their own volition shall forfeit accrued seniority.

10.3 Seniority Lists

- 10.3.1 ⇒ On the basis of Articles 10.1 and 10.2, 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 (1) 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 instructors in the employ of the College, including those on the recall list as per Article 11.6. The list shall also include term instructors whose seniority is retained as per Article 10.2.3.
- 10.3.4 The list shall show, in order of seniority, the type of appointment(s) held by each instructor, the time-status of the appointment(s), the department or area to which the instructor has been assigned, the commencement date of service, and the aggregate length of accumulated service in FTE days.
- 10.3.5 Notwithstanding instructors' aggregate length of service on the seniority list, Article 11 (*Instructor Reduction, Severance Pay, and Recall*) of this Agreement shall take precedence in the reduction of instructors.

11 ⇒ INSTRUCTOR REDUCTION, SEVERANCE PAY, AND RECALL

11.1 Reasons for Reduction

From time to time, the College may determine that a reduction in the number of instructors is necessary. Reasons for such instructor reduction include:

- a) decreased enrollment,
- b) elimination or reduction of a program or activity,
- c) shortage of funds,
- d) organizational change.

11.2 Consultation on Reduction

- 11.2.1 After identifying the specific area or areas of reduction and prior to giving advance notification of layoff the College shall engage in discussion and consultation with the Association on the intended reduction in an effort to minimize the impact on the instructors so affected.
- 11.2.2 These discussions shall include the possibilities of Early Retirement Incentive offers as per Article 22.4 (*Early Retirement Incentive and Reduction Sequence*) and transfers as per Articles 11.4.2.4 and 11.4.3.4.
- 11.2.3 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 11.2.2 and the process for responses.

Advance Notification of Reduction

The College shall, as soon as possible in advance, and no later than one month prior to the date of transfer or notice of layoff determined by Article 11.4 notify the Association and any regular instructors 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 instructors to the Association regarding their rights under Article 10 (*Seniority*) of this Agreement.

As per Article 22.4, Early Retirement Incentive offers that may offset the impact of the Reduction Sequence shall be made simultaneously with Advance Notification.

Within one week of their request, instructors under Advance Notice of Termination shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer.

Consultation between the College and the Association as per Article 11.2 shall continue subsequent to any Advance Notification. Within five (5) duty days of the date of the Advance Notification, the Association shall have the right to present written submissions to the College on the proposed changes and their effects.

11.4 Reduction Sequence

Any reductions in the number of instructors, reductions in workload or transfers within or between affected areas shall be accomplished to the extent required only as part of the following sequence:

11.4.1 *For Term Instructors --*

Terminating those on term contracts according to length of service with the college under the Collective Agreement with one (1) month's notice unless they are in the first ten (10) duty days of the contract.

11.4.2 *For Probationary Regular Instructors --*

11.4.2.1 Within one week of having received Notice of Termination, instructors shall identify area(s) to which they wish to be considered for transfer.

11.4.2.2 The College shall reply within one (1) week as to whether or not the instructor meets the hiring criteria of the area(s) being considered for transfer.

11.4.2.3 By the end of the third week following Notice of Termination, instructors shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.

11.4.2.4 Transferring probationary regular instructors from the specific area to other areas where the duties are within the instructors' abilities and provided the instructor involved meets the hiring criteria applicable to the department to which the

instructor is being transferred. Transfer shall take place according to length of service with the College under the Collective Agreement.

11.4.2.5 Terminating those on probationary regular contracts with one (1) month's notice according to length of service with the College under the Collective Agreement.

11.4.3 *For Regular Instructors--*

■ 11.4.3.1 Within one month of having received Notice of Termination, instructors shall identify area(s) to which they wish to be considered for transfer.

11.4.3.2 The College shall reply within two (2) weeks as to whether or not the instructor meets the hiring criteria of the area(s) being considered for transfer.

11.4.3.3 By the end of the second month following Notice of Termination, instructors shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.

11.4.3.4 Transferring permanent regular instructors from the specific area to other areas where the duties are within the instructors' abilities and provided the instructor involved meets the hiring criteria applicable to the department to which the instructor is being transferred. Transfer shall take place according to length of service with the College under the Collective Agreement.

11.4.3.5 Terminating other permanent regular instructors with three (3) months' notice according to length of service with the College under the Collective Agreement.

11.4.4 *For Instructors Affected by Transfers--*

■ 11.4.4.1 Probationary regular instructors and permanent regular instructors displaced by a transferring instructor shall be also subject to the provisions of Articles 11.2, 11.3 and 11.4.

11.4.4.2⇒ It is expected that transferring instructors 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.

11.5 Severance Pay

11.5.1 Severance Pay Entitlement

11.5.1.1 All permanent regular instructors shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11.

- 11.5.1.2 ⇒ Instructors who receive permanent regular appointments as per Article 4.6 (*Change in Type of Appointment*) shall be entitled to severance pay three (3) years after appointment to permanent regular status.
- 11.5.1.3 Probationary regular instructors shall be entitled to severance pay immediately upon appointment to permanent regular status.

11.5.1.4 ⇒ Instructors 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.

Instructors who take severance pay shall forfeit all rights to recall.

11.5.1.5 Severance pay shall not be granted to permanent regular instructors whose employment as instructors is discontinued and who, of their own volition, transfer to other continuous employment with the College.

11.5.2 Calculation of Severance Pay. 5.1.5 Severance pay shall not be granted to permanent regular instructors whose employment as instructors is discontinued and who, of their own volition, transfer to other continuous employment with the College.

11.5.2.1 Immediately upon appointment, permanent regular instructors are entitled to be paid one (1) month's severance pay should their employment, as a result of the discontinuance of the course for which they are employed or the reduction of the number of instructors required for the course, be terminated by the employer within one (1) year of their appointment as permanent regular instructors. Should such severance occur after one (1) year, the instructors' entitlement to severance pay shall be increased by one (1) month's salary every additional year of employment with the College and pro-rated monthly, up to a maximum of five (5) months for the first five (5) years and further pro-rated monthly by one (1) month for each three (3) years of employment thereafter to a combined total of ten (10) months. Such severance pay shall be based on the rate of pay of which the terminated instructors are in receipt at the date notices are received.

11.5.2.2 Those who were hired as term instructors and who have subsequently become permanent regular instructors, will have their rights to severance pay dated back to the date on which their continuous employment commenced under the terms of this Agreement.

11.5.2.3 Severance pay, as outlined above, is in addition to notice as required by Article 11 (*Instructor Reduction, Severance Pay, and Recall*) or pay in lieu thereof.

11.6 Recall

11.6.1 ⇒ When the College determines that the number of instructors in any specific area of reduction can be increased, reappointment shall be made from a recall list of regular instructors 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.

11.6.2 Names of eligible instructors shall remain on the recall list for a maximum of two (2) years from the effective date of layoff. A copy of this list will be provided to instructors whose names appear thereon and to the Association. All job postings will be mailed to instructors on the recall list.

11.6.3 To remain eligible for recall/reappointment under this clause, laid-off instructors must keep Personnel Services informed of their mailing addresses and telephone numbers, promptly report any changes and accept or reject notices of reappointment from the College within fifteen (15) days of receipt of such notices. In the event an instructor rejects an offer of reappointment, all further rights to recall under this clause are lost.

11.6.4 ⇒ Upon temporary recall or recall/reappointment of an instructor by the College, the College shall reinstate accrued sick leave credits, seniority, and salary step placement as at the time of layoff.

11.6.5 ⇒ Temporary Recall

Temporary recall rights may be exercised by instructors to accept offers of appointments as defined herein. Such appointments do not affect the status of instructors as regular instructors except for seniority calculations as per Article 10.1.3.

11.6.5.1 ⇒ Definition

Temporary recall is the acceptance by instructors on the recall lists as per Article 11.6.1 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 four (4) months duration; or
- (c) either the same or less time status but of indeterminate length as a result of replacing instructors on leave pursuant to Articles 8.4 (*Illness or Injury Covered by Workers' Compensation*), 8.5 (*Illness or Injury not Covered by Workers' Compensation*), or 8.14 (*Jury Duty and Court Appearance*).

11.6.5.2 Instructors who accept offers as per Article 11.6.5.1(a) shall:

- (i) complete the class to which they have been temporarily recalled before exercising their recall rights to equivalent time-status appointments;
- (ii) accrue all benefit entitlements and if the temporary recall is for less than four (4) months have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment;

- (iii) be entitled to a new two-year recall period when they are temporarily recalled for periods of four **(4)** months or longer and are subsequently laid-off.

11.6.5.3 Instructors who accept offers as per Article 11.6.5.1 (b) shall:

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

11.6.5.4 Instructors who accept offers as per Article 11.6.5.1 (c):

- (i) may, if their temporary recall appointments are or become periods of four (4) months or greater, exercise their recall rights to equivalent time status appointments before completing the classes to which they have been temporarily recalled; and
- (ii) shall be considered to be on temporary recall without rights to further notice of layoff and a new two-year recall period until the instructors being replaced return to duty or until recall or reappointments become available, whichever occurs first.
- (iii) 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.

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

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 instructor, alone or with a steward of the Association, may first, take up the matter with the appropriate Dean involved, alone or with any other member of the College staff, within thirty (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 seven (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 instructor.

2.2.3 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 delegate by the aggrieved instructor together with a steward of the Association.

12.3.2 This shall be done within thirty (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 seven (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 seven (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 seven (7) working days it may be advanced to Stage III.

12.5 Stage III

12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of three (3) members. One (1) member is to be appointed by the Association and one (1) member by the College. The third member, who will be the Chair, will be appointed by the other two. Failing agreement by them within seven (7) working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any two (2) of them, made in writing, shall be final and binding on both parties.

12.5.2 This decision shall be made and transmitted to both parties within fifteen (15) working days from the date of the appointment of the Chair. 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 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a Board of Arbitration and elect to take the grievance 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.

12.6 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 seven (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 employee 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 Stephen Kelleher, or a substitute agreed to by the parties, for a final and binding determination. If such employee 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 Section 89 of the Labour Code of British Columbia.

12.8 Layoff, Recall, or Severance

Any difference arising between the parties concerning the application, operation, or any alleged violations of Articles 11.4 (*Reduction Sequence*), 11.5 (*Severance pay*), and 11.6 (*Recall*) of this Agreement 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 Stephen Kelleher, or a substitute 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 thirty (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 ASSOCIATE DEANS, COLLEGE LIBRARIAN, DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS, AND COORDINATORS

13.1 An Associate Dean, College Librarian, Department Head, Assistant Department Head, or Coordinator must simultaneously be a full-time regular instructor.

13.1.1 For Department Heads, Assistant Department Heads, and Coordinators I and II, the selection/appointment process shall include either a selection committee or an election procedure.

13.1.2 For Associate Deans and College Librarian, the selection/appointment process shall be by Selection Committee.

13.2 Posting

13.2.1 The appropriate Vice-president shall initiate the selection/appointment process by posting positions twelve (12) weeks prior to the date of vacancy.

13.2.2 The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. It shall be available in the public area within the department, division and area concerned.

13.3 Terms of Appointment

13.3.1 The terms of appointment as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II, 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, Associate Deans and College Librarian.

13.3.2 The terms of appointment as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and Coordinators II, shall be initially for a one-year probationary period. Instructors with these appointments shall be evaluated during the probationary period.

13.3.2.1 The criteria, methods and procedure to be used for the evaluation shall be established through the Joint Steering Committee as per Article 3.10.3.3.

13.3.3 In the case of Associate Deans/College Librarian and upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for an additional two-year period. The Appointee may be appointed to additional three-year terms, without evaluation, provided the selection/appointment process outlined in Article 13.6 is followed.

13.3.4 In the case of Department Heads, Assistant Department Heads, Coordinators I and II, upon satisfactory completion of the probationary period the appointee shall be confirmed for an additional two-year period. The instructor may be appointed to one further three-year term, without evaluation, provided the selection/appointment process chosen under the terms of Article 13.4 is followed.

13.3.4.1 After completing six consecutive years as Department Head, Assistant Department Head, Coordinator I or Coordinator II, instructors shall not be eligible to be appointed to the position they have held for a period of at least three (3) years. This provision may be waived for a Department Head, Assistant Department Head, Coordinator I or Coordinator II in departments or areas of three (3) or fewer full-time equivalent instructors.

13.4 The Choice of Selection Method for Department Heads, Assistant Department Heads, and Coordinators I and Coordinators II

13.4.1 Initially, and thereafter as needed, each department or area with more than three (3) full-time equivalent instructors shall meet to decide which of two methods:

- a) election, or
- b) selection committee

will be used to select an instructor to fulfil the responsibilities of Department Head, Assistant Department Head, Coordinator I, or Coordinator II.

13.4.2 The choice made under the terms of the article shall remain in force unless changed by secret ballot of the instructors concerned at a meeting called under the terms of 13.4. Such a change requires a two-thirds majority of those voting to be effected.

13.4.3 Such meetings shall be initiated and chaired by VCCFA-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.

13.4.4 All instructors 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.

13.4.5 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.

13.4.6 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.

13.4.7 Departments or areas of three or fewer full-time equivalent instructors shall only use selection committees.

13.5 Election Procedures

The election of instructors to fulfil the responsibilities of Department Head, Assistant Department Head, or Coordinator I, and Coordinator II shall be conducted as per the procedural guidelines for election attached to this Agreement (See page 78).

13.6 Selection Committee Procedures

13.6.1 When a position has been posted for Associate Dean/College Librarian and for other positions 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.

13.6.2 Committee members shall be informed at least ten (10) duty days in advance of the date, time, and place of the interviews.

13.6.3 Applications and supporting documents will be available, in confidence, to committee members at least ten (10) days prior to the interviews and will be given to committee members at least one (1) day prior to interviews.

13.6.4 The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of the Collective Agreement and to determine the application of the procedural guidelines.

13.6.5 The work of selection committees shall be conducted as per the Procedural Guidelines for Selection Committees attached to this Collective Agreement (see page 80).

13.6.6 Selection Committee Composition:

13.6.6.1 For Associate Dean and College Librarian:

the nominee of the College President as Chair; the appropriate Vice President or delegate; *a regular instructor not belonging to the division selected by the Association; a regular instructor from the division, and a regular instructor from outside the division, both selected by the instructors of the division.

(*) The instructor selected by the Association will have voice but no vote in the selection process.

13.6.6.2 For Department Head and Coordinator II:

an administrator named by the appropriate Vice President; the Associate Dean concerned/College Librarian in the capacity of Chair; *a regular instructor selected

by the Association who is not an instructor in the division concerned; an instructor from outside the department involved chosen by the instructors in the department concerned. Where the number of instructors in the department concerned exceeds four **(4)** in number, an instructor from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the instructors in the department concerned.

(*) The instructor selected by the Association will have voice but no vote in the selection process.

13.6.6.3 For Assistant Department Head and Coordinator I:

the Associate Dean concerned/College Librarian concerned in the capacity of Chair; the Department Head; *a regular instructor selected by the Association from the campus involved who is not an instructor in the department concerned; an instructor from outside the department involved chosen by the instructors in the department concerned. Where the number of instructors in the department concerned exceeds four **(4)** in number, an instructor from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the instructors in the department concerned.

(*) The instructor selected by the Association will have voice but no vote in the selection process.

13.7 The Appointment Process

13.7.1⇒ In the case of Associate Dean/College Librarian, 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 13.2.

13.7.2 In the case of Department Heads, Assistant Department Heads, or Coordinators I and II, the selection committee Chair or the chair of the election process will inform the appropriate Vice President of the selected instructor. The appropriate Vice President will appoint this instructor to the position.

13.7.2.1 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.

13.7.2.2⇒ 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 instructors 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 13.2.

13.8 Orientation Leave

13.8.1⇒ Instructors when first appointed to positions under the terms of this Article shall receive a minimum of two (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 instructors are oriented to the full range of the required duties and responsibilities of their new positions.

13.9 Instructional Load

13.9.1 An Associate Dean normally shall instruct one-quarter of full-time.

13.9.2 A Department Head normally shall instruct one-half of full-time.

13.9.3 An Assistant Department Head, or Coordinator I or II, shall not normally instruct full-time.

13.9.4 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13, will be made by the appropriate Vice President or delegate in consultation with the individual involved in order to meet the needs of the campus and division or department in question.

13.9.5 The criteria for release time is the subject of recommendations to be made by the Joint Steering Committee as per Article 3.10.3.7.

13.10 Acting Capacity

13.10.1 When it becomes necessary for the appropriate Vice President or delegate to replace instructors appointed as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, Coordinators I and Coordinators II for periods of up to three (3) months, a replacement instructor shall be chosen by secret ballot by those in the area, department or division holding current term or regular appointments.

13.10.1.1 A VCCFA-designated Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.

13.10.2 Article 13.10.1 does not apply to replacement during the vacation, any leave of less than one month, or professional development periods of the incumbent.

13.10.3 With the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for periods of longer than three (3) months but only if the position has been posted.

13.10.4 As soon as it is known that the incumbent will have to be replaced for a period of longer than three (3) months the position shall be posted as per Article 13.2.

13.10.4.1 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, three 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 13.3.4.1.

13.10.4.2 Notwithstanding 13.10.3, 13.10.4, and 13.10.4.1 when an incumbent has to be replaced for a period longer than three (3) months because of illness or other extenuating circumstances, and with the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for additional periods of three (3) months without the position being posted. Such agreements shall be reviewed one month prior to the expiry of each 3-month appointment.

13.10.5 All service that results from the application of Article 13.10 shall be with release time and allowances as stipulated in this Agreement.

13.10.5.1 Furthermore, such service shall not be included in the determinations required by Article 13.3.4.1.

13.11 New Positions with Responsibility Allowances

13.11.1 When it becomes necessary for the appropriate Vice President or delegate to create new Associate Dean, College Librarian, Department Head, Assistant Department Head, Coordinator I, or Coordinator II positions, the position shall be posted as per Article 13.2.

13.11.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, an Association-designated Steward or delegate shall initiate the process as per Article 13.4.

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

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

13.11.3.1 Any such additional time shall not be included in the determinations required by Article 13.3.4.1.

13.12 Service as Instructors

Service as an Associate Dean, College Librarian, Department Head, Assistant Department Head, or Coordinators I and II shall be considered as service as an instructor. The appointment as an Associate Dean, College Librarian, Department

Head, Assistant Department Head, or Coordinator ceases when the appointee is no longer a full-time regular instructor.

14 TECHNOLOGICAL CHANGE

14.1 Definition

For the purposes of this Agreement, "technological change" is a change in the instructional 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 one hundred and twenty (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 instructors 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 thirty (30) days to discuss potential problems and attempt to reach agreement on solutions which will minimize the impact of the technological change on instructors 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 Collective Agreement.

14.5 Notice to Instructors Affected

At least ninety (90) days before introducing a technological change, instructors potentially affected by the intended change shall be notified of the impending change by the College and advised of any agreements reached under 14.4 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*) of this Agreement, 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 the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- That the College will not proceed with the technological change, for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- That the College re-instate any instructors displaced by reason of the technological change;
- That the College pay to any re-instated instructor such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- That the matter be referred to the Labour Relations Board (under Section 77 of the Labour Relations Code of British Columbia).

14.7 Training

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

15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS

15.1 At the request of the appropriate Vice President or upon their own request, the performance of Permanent Regular instructors may be appraised. The performance appraisal is intended to identify the strengths and development needs of instructors, improve the professional competence of instructors and maintain a high degree of instructional excellence within the College.

15.2 Performance appraisals of Permanent Regular instructors shall be carried out according to the attached Guidelines for the Performance Appraisal of Permanent Regular Instructors (*See Page 88*).

15.3 Performance appraisals of instructors in their roles as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.3.3.

15.4 In the case of the above instructors (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the instructor 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 instructor concerned, Vice Presidents, or their designates, who are not members of the VCCFA. The College shall not release information contained in an instructor's Performance Appraisal File to unauthorized individuals without the written consent of the instructor concerned.

16 EVALUATION OF PROBATIONARY REGULAR AND TERM INSTRUCTORS

16.1 The performance of probationary regular and term instructors shall be evaluated in order to determine their suitability for continued/subsequent employment under the terms of this Agreement.

16.2 Evaluations of probationary regular and term instructors shall be carried out according to the attached *Guidelines for the Evaluation of Term and Probationary Regular Instructors (see Page 94)*.

16.3 Evaluation of instructors during the probationary period of appointments as Associate Deans, College Librarian, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines established by the Joint Steering Committee as per Article 3.10.3.3.

16.4 The evaluation reports, in writing, and duly signed by the instructor and the evaluator, shall be included in the official personnel file of the instructor 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 COMMITTEE

17.1 Where there are concerns regarding the performance of a regular instructor, the matter may be referred by either the appropriate Vice President or the instructor concerned to a Performance Review Committee.

17.2 Prior to referral to a Performance Review Committee, the appropriate Vice President, the instructor, and the VCCFA President or delegate, shall meet and

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endeavour to agree upon a plan of action to remedy the concerns. This stage shall not last more than five (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 three (3) parties. Referral to a Performance Review Committee shall, in such instances, be deferred pending the outcome of the action plan. If agreement cannot be reached, the matter shall be referred to a Performance Review Committee.

17.3 The Performance Review Committee shall consist of the nominee of the appropriate Vice President, as chair, an instructor from the same or related area chosen by the instructor being reviewed, an instructor from outside the department or area named by the Association and an instructor at large named 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 committee.

17.4 To ensure impartiality, consistency, and confidentiality, all submissions, classroom observations, reports, and minutes of committee meeting, etc. shall be placed in an Evaluation File. The Evaluation File shall not contain any written submission or report predating the formation of the Performance Review Committee. Only the instructor concerned and members of the Performance Review Committee shall have access to the Evaluation File during the proceedings of the Performance Review Committee. The instructor shall be given the opportunity to respond to any submissions contained in the Evaluation File and any such responses shall be included therein.

17.5 The committee shall solicit and receive written and signed submissions from the instructor concerned and from others who have observed the instructor's performance. Where instructional competence is the concern, each member of the committee shall make at least one (1) independent observation of the performance of the instructor concerned. Two (2) of the independent observations shall be unannounced and the remainder with three (3) duty days notice.

17.6 All discussions and information pertaining to the proceedings of the Performance Review Committee shall be held in the strictest confidence.

17.7 The Performance Review Committee shall submit a report of its findings, without recommendation, to the appropriate Vice President within two (2) months of being officially constituted. This time period may be extended with the mutual agreement of the appropriate Vice President and the instructor concerned.

17.8 The report of the Performance Review Committee shall be based upon only the materials in the Evaluation File and upon the following criteria:

- Instructional Competence
- Contribution to Students
- Professional Competence
 - Participation in the Department, Campus, and the College.

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17.9 The committee shall also consider any extenuating circumstances relating to the concerns which may have affected the performance of the instructor.

17.10 The instructor concerned shall receive a copy of the report of the committee duly signed by all members at least ten (10) working days in advance of its formal submission to the appropriate Vice President to allow the instructor concerned the opportunity to make a written response to the committee.

17.11 The report(s) of the Performance Review Committee shall be included in the Evaluation File of the instructor concerned. The contents of the File shall be included in the official personnel file of the instructor and shall be considered by the College President in determining an appropriate course of action.

18 **DISCIPLINE, SUSPENSION, AND DISMISSAL**

18.1 The Association acknowledges the right of the College to discipline, suspend or dismiss instructors for just cause.

18.2 Unsatisfactory Instructional Performance

18.2.1 Suspension or dismissal of a regular instructor 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 of this Agreement.

18.3 Suspension

18.3.1 In accordance with Section 26(1) of the **College and Institutes Act**, the President may suspend an instructor for just cause.

18.3.2 Prior to exercising the power of suspension, the President shall inform both the instructor concerned and the VCCFA, 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 an instructor for just cause.

18.4.2 At the time of a dismissal, the President shall inform both the instructor concerned and the VCCFA in writing, giving the reasons for the dismissal.

18.5 Appeal of Suspension and Dismissal

18.5.1 The instructor, in accordance with Section 26(4) of the **College and Institutes Act**, may appeal the suspension or dismissal to the College Board.

18.5.2 The College may pay salary to an instructor and continue benefit coverage during a period of suspension. Upon being suspended without pay, the instructor may immediately exercise the option of continuing medical and insurance benefits by payment of the necessary premiums, both employee and employer shares.

18.5.3 An instructor who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7 (*Grievance: Suspension or Dismissal*).

19 **PERSONNEL FILES**

19.1 There shall be one official personnel file maintained in the office of the Director of Personnel Services for every term and regular instructor under the scope of this Agreement. Personnel files shall also be maintained for those auxiliary instructors for whom there is documentation pertaining to any matter that is grievable under Article 12.

19.2 Personnel files will be kept confidential and access will be limited to the College President, the Director of Personnel Services, appropriate Vice Presidents, or their respective designates who are not members of the VCCFA acting on their behalf. The College shall not release information contained in an instructor's personnel file to unauthorized individuals without the written consent of the instructor concerned.

19.3 During the normal working hours and in the presence of the Director of Personnel Services or delegate, every instructor has the right of access to their personnel file alone or accompanied by the President of the Association. Upon request, the instructor is entitled to a copy of any material in the file.

19.4 The instructor shall be provided, at the time of filing, with a copy of each document that is to be placed in the instructor'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 instructor as evidence that a copy has been received. The instructor's signature does not indicate agreement with the contents of the document.

19.4.2 Refusal on the part of the instructor to sign such documents shall not preclude their placement in the personnel file. In the event of such refusal, the College shall provide the VCCFA with a copy of the document, and the VCCFA shall acknowledge receipt.

19.4.3 The appropriate Vice President or delegate shall inform the instructor that such material is to be placed in the personnel file and the instructor is entitled to respond, in writing, to documents placed in the personnel file at the time of filing.

19.4.4 The instructor's written response shall be made within a reasonable period after the document has been filed and shall also be placed in the instructor's file.

19.5 An instructor 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, upon the written request of the instructor, be removed from their file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction of a similar nature.

20 TRANSFER AND SECONDMENT

20.1 Temporary Transfer/Secondments

20.1.1 Instructors 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 the Collective Agreement except as specified herein.

20.1.2 The hours of work may vary from those specified in the Collective Agreement.

20.1.3 Instructors 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 instructor reduction, pursuant to Article 11 (*Reduction, Severance Pay and Recall*), the transferred/seconded instructor shall be covered by the provisions of Article 11.

20.1.5 ⇒ Any agreement approved by the College Board prior to May 14, 1993 shall not be subject to Article 20.

20.2 Return from Administrative Position

Regular instructors who have filled administrative positions in Vancouver Community College outside the scope of this Agreement shall, at their discretion or the discretion of the College, upon completion of a maximum of two (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 four (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 instructors.

21 RETIREMENT

21.1 Instructors shall retire in accordance with the provisions of the College Pension Act. It is understood and agreed that retirement shall occur no later than the end of the fiscal year in which instructors attain their sixty-fifth (65th) birthday. (The fiscal year is defined in the College Pension Act as September 1 to August 31.) In the event of election of early retirement, instructors' dates of retirement shall coincide with the end of the College year, the College term, or the working assignment. Arrangements for either early retirement or retirement at the end of the fiscal year in which instructors attain the age of sixty-five (65) must be concluded by the instructors with the appropriate Vice President at least six (6) months in advance of the applicable retirement date.

21.2 Instructors may be employed beyond retirement age in accordance with the policy of the College Board.

22 EARLY RETIREMENT INCENTIVE

The College may offer to an instructor or an instructor may request a choice of one of the early retirement incentive alternatives described herein, provided the instructor meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to an instructor.

22.1 Eligibility

An instructor who possesses the following qualifications shall be eligible for an early retirement incentive.

- a) is a permanent regular instructor at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of ten (10) years contributory service under the College Pension Act or as a permanent regular instructor 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 early retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty members to whom such offers should be given:

- i) instructors with less time remaining prior to retirement shall be given preference; and
- ii) in the event that two or more instructors have the same amount of time remaining prior to retirement, then instructors with greater seniority shall be given preference.

22.3 Application and Agreement

- a) Application to the plan is voluntary. An instructor who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted annually in response to the College's "letter of interest." The Association shall be advised in writing of all applications made by instructors.
- b) An instructor has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.
- c) In the event of acceptance of an offer of early retirement incentive, an instructor's date of retirement shall be effective on a date mutually agreed upon between the instructor and the appropriate Vice President, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements (other than the "banked" eleven day credit preserved by some instructors) shall be utilized prior to the date of retirement.
- d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

22.4 Early Retirement Incentive and Reduction Sequence

- a) Where it is deemed possible to offset the impact of the Reduction Sequence (Article 11) through the offering of early retirement incentive to an instructor (who qualifies as per Article 22.1), 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 instructor.
- 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.
- c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article 11 (*Instructor Reduction, Severance Pay, and Recall*) may be given to the affected regular instructor while the instructor to whom early retirement has been offered is considering that offer.

22.5 Incentive Alternatives and Method of Incentive Payment

a) Lump Sum Payments

The retiring allowance shall be paid in annual instalments, to a maximum of three instalments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the instructor and shall be based on scale salary* without allowances at the date of retirement (i.e. last day worked) in the following amounts:

Full Years to Retirement	Payout
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

* This amount could be subject to change by virtue of a new or renewed Collective Agreement that provided a salary increase applicable on the last day worked.

b) Monthly Payments

The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the retired instructor, to provide, at the discretion of the retired instructor, a bridging pension income on or after age 55.

Payments in the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring instructor's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached or until the full retirement allowance is paid, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remaining outstanding, the remaining funds will be payable into a lump sum to the retired instructor in accordance with Article 22.5.

Payments into the Plan or Trust Fund shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired instructor dies prior to the full retirement allowance being paid into the Plan or Trust Fund, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

22.6 ⇒ Protection of Medical Benefit Coverage

a) Early retiring employees in receipt of a College Pension may obtain basic medical, dental and extended health benefit coverage through the Superannuation Commission when filing a claim for pension.

Retired employees in receipt of a pension are not allowed to choose to join these plans at a later date.

b) Early retiring employees 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 five years following retirement, provided that:

- i) written notification of the intent to continue these benefits is provided to the Personnel Services six 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 instructor who is offered an early 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 three 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 Personnel Services, each instructor will be free to schedule these consultations in whatever manner is most beneficial or convenient to that instructor.

In addition, each instructor who is offered early 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 8 of the Human Rights Act, S.B.C. Chapter 22, 1984, 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

24.1 The College shall provide all instructors a work environment free from sexual and personal harassment. Instructors have the right to be free from sexual and personal harassment.

24.1.1⇒ As part of its commitment to providing an environment free of sexual and personal harassment, the College shall require that all new and existing term and regular instructors attend as part of their assigned duty an introductory workshop on the issues of sexual and personal harassment.

24.2 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment 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; or
- Unwanted physical contact such as touching, patting, pinching, or punching; or
- Implied or expressed promise of reward for complying with a sexually oriented request; or
- 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; or
- 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.

24.3 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment 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; or

- Unwelcome behaviour or comment that is directed at, or offensive to any instructor that demeans, belittles, causes personal humiliation, or embarrassment to that instructor or any instructors; or
- 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 an instructor's assigned duties; or
- The improper use of power and authority inherent in the position held, to endanger an instructor's position, threaten the economic livelihood of the instructor, or in any way interfere with or influence the career of such an instructor.

24.4 Instructors may process complaints about harassment through the grievance procedure, subject to the following conditions:

24.4.1 Where a person who is the subject of the complaint is the College representative at any step of the grievance procedure, then the Association may present the grievance to another appropriate representative designed by the College.

24.4.2 College or Association representatives, in the course of investigating a complaint of harassment, shall have regard for the privacy and confidentiality of the grievor and all employees involved in the complaint.

24.4.3 An arbitrator, in the determination of a complaint of harassment, shall have the authority to take reasonable steps to protect the interests of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

24.4.4 Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of any grievance of harassment, shall also have jurisdiction in respect of any grievance arising from related discipline of the member who is the subject of the complaint.

24.4.5 It is agreed and understood that the Harassment Issues Adviser shall not be called in his/her professional capacity to be a witness at any arbitration hearing convened under this Article.

24.5 Instructors against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Association representation at all meetings, interviews, and hearings where the instructor's presence is requested.

24.5.1 Pursuant to this Article, complainants have the right to Association representation at all meetings, interviews, and hearings where the complainant's presence is requested.

24.6 Instructors who choose to file complaints in accordance with the College's Harassment Policy, and do not achieve satisfactory resolution, may file a grievance concerning only the complaints about harassment (as per Article 24.4) and/or the resolution through the College's Harassment Policy at Step II of the grievance procedure.

24.7 All formal grievances under this article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should be filed no later than six (6) months after the last event in the series on which the complaint is based.

The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

PERSONAL HEALTH AND SAFETY

25.1 No instructor 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 instructor's personal health and safety.

25.1.1 Where the instructor 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 instructor and the instructor's direct supervisor, or if the matter cannot be resolved to the satisfaction of the instructor,
- b) the instructor's representative on the campus Occupational Health and Safety Committee and the Coordinator of Occupational Health and Safety, or
- c) The Coordinator of Occupational Health and Safety and such regulatory inspectors as is deemed necessary.

25.2 Industrial First Aid Certificate

25.2.1 Where the College requires instructors 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 instructors shall be granted paid leave to take such training.

25.2.2 Where the College requires instructors to be designated Industrial First Aid Attendants, the instructor shall be paid a stipend in recognition of being a designated Attendant.

25.3 Occupational Health and Safety Committee

25.3.1 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 Worker's Compensation Board and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations.

25.3.2 There shall be no less than two representatives of the Association at each campus on said Committee.

25.3.3 Any instructor 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.

25.3.4 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 ⇒ 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.

26 INSTRUCTORS' OFFICE SPACE AND FURNISHINGS

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

27 ⇒ LIABILITY INSURANCE

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.

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

- a) exempt and save harmless each current and former instructor 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.

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 Chairman of the Vancouver Community College Board and the Vice President Finance and Administration 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/Negotiator - Frank Cosco

Secretary - Wayne Avery

Negotiator - David Branter

Negotiator - Lorna Downie

Negotiator - Lizz Lindsay

Negotiator - Robert Malone

THE NAME AND SEAL OF VANCOUVER
COMMUNITY COLLEGE WAS HERE-
UNTO AFFIXED in the presence of:

Board Chair - Margo Massie

Vice-president, Mary Hoekstra
Finance and Administration

Chief Negotiator - Wayne Martin

Negotiator - Dale Dorn

Negotiator - Linda Martin

Negotiator - Stu Brennan

Negotiator - Carol Harrison

Negotiator - Daisy Sukhia

This _____ day of _____, 1996 in the City of Vancouver in the Province of British Columbia.

APPENDIX "I"**SALARY SCHEDULE AS OF MARCH 31, 1996**

SALARY STEP	ANNUAL SALARY	MONTHLY SALARY	PER DIEM RATE	HOURLY RATE
1	39525	3293.75	195.6684	39.1337
2	41437	3453.08	205.1337	41.0268
3	43629	3635.75	215.9852	43.1971
4	45832	3819.33	226.8911	45.3783
5	47987	3998.92	237.5595	47.5119
6	50214	4184.50	248.5842	49.7169
7	52502	4375.17	259.9109	51.9822
8	55056	4588.00	272.5545	54.5109
9	57732	4811.00	285.802	57.1604
10	60528	5044.00	299.6436	59.9288

Notes:

- * Monthly salary = Annual salary ÷ 12 months.
- * Per Diem Rate = Annual salary ÷ 202 days.
- * Hourly Rate = Annual salary ÷ 202 days ÷ 5 hours per day
(or per diem rate ÷ 5 hours per day)

APPENDIX "II"

SCHEDULE OF BENEFIT PARTICIPATION

Instructors	General (Stat.) Holiday s	Annual Vacation	Sick Leav e	M.S.P and M.S.A.	Short Term Dis. (STD)	Long Term Dis. (LTD)	Group Life	Vol . Life	Dental
Auxiliary	1✓	1✓	X	X	X	X	X	X	X
Term - Less than half-time	1✓	1✓	X	X	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	✓	✓	J	2✓	4✓	4✓	4✓	5✓	4✓
Regular - Probationary or Permanent	✓	✓	J	2✓	3✓	3✓	3✓	5✓	3✓

Legend: J Eligible X Not Eligible

- 1 Included in Rate of Pay
- 2 Beginning of first complete calendar month of employment
- 3 Mandatory following completion of one month of service in a Regular position
- 4 Mandatory upon completion of ten 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

Canada Pension Plan, UIC, W.C.B. - are available to all instructors in accordance with statutory requirements.

College Pension Plan - Participation is on a voluntary basis in keeping with statutory requirements.

APPENDIX "III"
SUMMARY OF BENEFITS DURING LEAVES

	Seniority Accrual	Increment Accrual	Health, Dental & Life Insurance	Vacation Accrual	Sick Leave Accrual	STD/ LTD ³
Paid Leaves ²						
Paid Leaves ²	✓	✓	J	J	J	J
Maternity and Parental Leave (Natural Mother)	J	J up to 30 weeks	J	J up to 30 weeks	J up to 30 weeks	J
Parental Leave (Natural Father)/ Adoption Leave	J	J up to 12 weeks		J up to 12 weeks	J up to 12 weeks	J
Renewal Leave/ Retirement Preparation Leave	J	X	✓	X	X	J
Association Business e.g. President Release	J	X	J	✓	✓	4✓
Other Unpaid Leaves e.g. political, personal	✓	X unless leave is 10 days or less	4✓	unless leave is 15 days or less	unless leave is 15 days or less	J up to 2 months only
Short-Term Disability	✓	J for first 60 days	5✓	X	X	J
Long-Term Disability	✓	X	5✓	X	X	J
Part-Time Leaves	✓	6✓		6✓	6✓	✓

LEGEND: ✓ indicates entitlement to benefit

X indicates NO entitlement

1 This is intended as a quick reference. Further details may apply in certain situations. Ask the VCCFA Office or Employee Relations for information or further details. Also see Articles 7 and 8 in the Collective Agreement. Instructors on leave may make pension contributions subject to the provisions of the College Pension Plan. Check with the VCCFA Office or Employee Relations.

2 Example: educational, sick leave, funeral, bereavement, jury duty, parental, leave for family illness.

Appendix "III" - Summary of Benefits During Leaves **75**

3 In order to be eligible for STD, an instructor must be making premium contributions at the time of disability. Disability payments for both STD and LTD are based on the instructor's salary at the time of disability.

4 For such unpaid leaves which are longer than 15 days, the instructors 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 instructors.

5 Instructors must pay full premiums in order to maintain benefit.

6 Benefit is prorated.

7 If instructor continues to work half-time or more during leave, employer pays premiums. If instructor is working less than half-time during leave, instructor must pay full premiums in order to maintain benefit.

APPENDIX "IV"

Explanation of Agreed-To Seniority Calculation (To be on covering page of seniority lists)

The VCCFA and VCC have agreed that, effective April 1, 1995 and pursuant to Article 10.1 (Definition and Calculation of Seniority), that seniority will be calculated as follows:

I FOR REGULAR INSTRUCTORS

A. *Both part-time and full-time regular instructors 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 instructor 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 instructor at 100% workload. Peter shall receive a total of 261 days of service in a fiscal year

B. *Regular instructors who commence employment during a fiscal year and/or those regular instructors who are laid off during a fiscal year shall have their service pro-rated.*

Example 1

Jerry is a regular instructor who is laid off August 31, 1995. For the period from April 1, 1995 to August 31, 1995 John's seniority will be -

$$5 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = \\ \underline{108.75 \text{ days}} \text{ (rounded off is } \mathbf{109 \text{ days}}).$$

Example 2

James is a part-time (50%) regular instructor who is laid off as at August 24, 1995. Assuming James will not be offered temporary recall/reappointment in the fiscal year ending March 31, 1996, James' seniority for the period from April 1, 1995 to August 24, 1995 will be -

$$4.782 \text{ months} \times 261 \text{ days of service} \div 12 \text{ months} = \\ \underline{104.01 \text{ days}} \text{ (rounded off is } \mathbf{104 \text{ days}}).$$

Example 3

Jane is a full-time regular instructor who has been hired as of September 1, 1995. For the period from September 1, 1995 to March 31, 1996 Jane's seniority will be -

$$7 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} =$$

152.25 days (rounded off is **152 days**).

Example 4

Jean is a part-time (75%) regular instructor who has been hired as of October 18, 1995. For the period from October 18, 1995 to fiscal year end March 31, 1996 Jean's seniority will be -

5.454 months x 261 full days of service ÷ 12 months =
118.62 days (rounded off is **119 days**).

C. *Laid off regular instructors who perform service on temporary recall shall accrue seniority on the same basis as full-time term instructors.*

Example:

Paul is a part-time regular instructor @ 60% workload who was laid off on August 31, 1994. Paul accepted the following temporary recall appointments:

- ▶ May 1, 1995 to July 31, 1995 @ 2/5 of full time for 64 duty days. Service days accrued for seniority will be -

64 **full time** duty days x 261 ÷ 202 =
82.69 days (rounded off is **83 days**).

- ▶ October 1, 1995 to January 31, 1996 @ **full time** for 80 duty days. Service days accrued for seniority will be -

80 **full time** duty days x 261 ÷ 202 =
103.36 days (rounded off is **103 days**).

Therefore, Paul's total service days accrued for seniority purposes in the fiscal year ending March 31, 1996 will be **186 days** (83 days + 103 days).

2. FOR TERM INSTRUCTORS

All term instructors can accumulate up to 261 days of service per fiscal year. For each instructor, days of service are determined in the following manner. All work under contract, set out in terms of duty days, will be prorated to a full-time equivalent amount (FTE) 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 (202).

FTE TOTAL X 261 ÷ 202 = DAYS OF SERVICE

Appendix "III" - Summary of Benefits During Leaves **78**Example 1

John works 180 days at one-half time. His FTE total is 90 (180 days ÷ 2). John will be credited with -

$$90 \text{ FTE total} \times 261 \div 202 = \\ \underline{116.28 \text{ days}} \text{ of service (rounded off is } \mathbf{116 \text{ days}).}$$

Example 2

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

$$200 \text{ FTE total} \times 261 \div 202 = \\ \underline{258.41 \text{ days}} \text{ of service (rounded off is } \mathbf{258 \text{ days}).}$$

Example 3

Jack works 8 sessions of 1 hour each and 4 sessions of 3 hours each. His total number of hours is 20 ÷ 5.0 hours per duty day = 4 FTE days. Jack will be credited with -

$$4 \text{ FTE days} \times 261 \div 202 = \\ \underline{5.16 \text{ days}} \text{ of service (rounded off is } \mathbf{5 \text{ days}).}$$

3. FOR AUXILIARY WORK

All auxiliary work concurrent with and following an instructor's first appointment, will be pro-rated and included in calculating an instructor's FTE total. This amount is multiplied by the same formula used above for term instructors.

Example 1

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

$$*102 \text{ FTE total} \times 261 \div 202 = \\ \underline{131.79 \text{ days}} \text{ of service (rounded off is } \mathbf{132 \text{ days}).}$$

Example 2

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

$$110 \text{ FTE total} \times 261 \div 202 = \\ \underline{142.12 \text{ days}} \text{ of service (rounded off } \mathbf{142 \text{ days}).}$$

May 1993
October 1995 (revised)

Appendix "V"
Professional Development
Pay Calculation

For Instructor "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

NOTES

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

⇒ Instructor "x" may alternatively be scheduled to 83.75% x 20 days = 16.75 days at full salary.

APPENDIX "VI"

⇒ Procedural Guidelines for the Election of Instructors to Department Head, Assistant Department Head and Coordinator I and Coordinator II Positions (pursuant to Article 13.5)

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 five (5) working days.
2. The posting takes place as per Article 13.2. All timelines may only be waived with the mutual approval of the Association and the College.
3. One month following the posting, the Association shall notify the appropriate Vice-President of the steward or delegate who will chair the Election process.
4. The Chair of the Election process shall, in consultation with the department or area members, call an Election meeting to be held no later than three (3) weeks prior to the commencement of an appointment. Two (2) weeks notice of the meeting shall be given.
 - 4.1 The College shall provide clerical support to the Election process
5. All instructors 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.
6. The closing date for receiving applications shall be no later than six (6) weeks from the date of posting.
7. The Chair shall meet with the College Librarian, appropriate Association Dean or delegate to review the applications in order to ensure that the minimum qualifications for the position have been met.
8. The Chair shall, in writing, advise all instructors concerned of the candidates' names in alphabetical order and that their resumes are available to be read in the College Librarian or Associate Dean's office.
 - 8.1 All candidates will be notified of the meeting time and that they will have an opportunity to speak for up to 5 minutes.
9. **The Election Meeting**
 - 9.1 Candidate resumes will be available at the meeting place for a half-hour prior to the meeting.

Appendix "VI" - Procedural Guidelines for the Election of Instructors **81**
to Department Head..

- 9.2 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.
- 9.3 Once the question period has concluded the candidates may offer closing statements of up to 2 minutes.
- 10. **Voting Process**
 - 10.1 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.
 - 10.1.1 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 (1) candidate, ballots shall be marked either "yes" or "no".
 - 10.1.2 Any spoiled or blank ballots shall not be considered valid.
 - 10.2 Only those eligible as per point five above may vote. There is no proxy voting.
 - 10.3 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 point 11).
 - 10.3.1 When there are more than two 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.
 - 10.3.2 When there are four 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.
 - 10.3.3 When there are three 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 three candidates remaining on the ballot.
 - 10.3.4 When there are two 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 points nine (9) and then (10). The Chair shall so advise the Association and the College.
 - 10.3.5 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 point 11).
- 11 The Chair shall only advise the department or area whether the voting process is complete or not.

Appendix "VI" - Procedural Guidelines for the Election of Instructors **82**
to Department Head...

12. Immediately following the meeting, the Chair shall validate the ballot count with a VCCFA steward before destroying the ballots.
13. The Chair shall only advise the College of the name of the successful candidate or if no candidate was successful.

Original - January 1992

Revised - March 1995

APPENDIX "VII"

Procedural Guidelines for Selection Committees (pursuant to Article 13.6.5)

1 The Purpose and Function of the Selection Committee Guidelines

- 1.1 These guidelines are pursuant to Article 13.6.5 of the Collective Agreement. The purpose of these guidelines is to establish procedures for Selection Committees that ensure the fair and equitable treatment of all candidates; and to ensure that the best possible candidate is selected for the position.

2 The Purpose and Function of the Selection Committee (SC)

- 2.1 Pursuant to Article 13.6 of the Collective Agreement, a selection committee shall be struck to fill a position of Coordinator I or II, Assistant Department Head, or Department Head when this method of selection has been chosen; and to fill Associate Dean/College Librarian positions. The committee shall consider the qualifications of the applicants, and interview and select one to fill the position. The function of the SC is to select the best possible applicant of those meeting the qualifications as stated in the posting and the job description.

3 Overview of the Selection Committee's Work

- 3.1 Faculty members for the SC are chosen in accordance with Articles 13.6.6 through 13.6.6.3 of the Collective Agreement and Section 5 below. The committee's work consists of three phases: 1) the pre-interview meeting; 2) the interview meeting; and 3) the decision process.
- 3.2 All applications are reviewed at the pre-interview meeting; a short list is made if necessary; interview questions are decided upon; the order of members' questions and candidate appearance is decided; and the procedural guidelines are reviewed.
 - 3.2.1 After the pre-interview meeting, but before the interview meeting, the faculty SC delegates shall seek input about candidates, relative to the job description and posting, from appropriate division/department/area faculty.
- 3.3 At the interview meeting, the various short-listed candidates are interviewed by the committee.
- 3.4 The process of deciding who is to be selected is undertaken after all of the appropriate candidates have been interviewed.

4 The Posting of Coordinator, Assistant Department Head, Department Head, Associate Dean and College Librarian

- 4.1 The guidelines in this section of this document supplement Article 13.2 of the Collective Agreement as regards postings.
- 4.1.1 Prior to the distribution of a job posting, the VCC Director of Personnel Services 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 the Director within five working days, if there are any concerns about the posting.
- 4.1.2 A waiver in full, or in part, of the 12 week posting period is not possible without the agreement of the College and the Association.
- 4.1.3 Copies of all postings with the attached job descriptions shall be maintained on file in the office of the Director of Personnel Services for future reference.
- 4.1.4 Details of the posting must be available in a public area within the department/division/area concerned throughout the SC process.
- 4.1.5 Extension of the application deadline shall be at the discretion of the College President for Associate Dean/College Librarian postings, or the appropriate Vice President for all other postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.
- 4.1.6 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' personnel files.
- 4.1.7 An applicant does not have to be a full-time regular instructor at the time of the interview. The applicant, if appointed to the posted position, shall automatically become a full-time regular instructor at the time of appointment.

5 Selection of Selection Committee Members

5.1 The Association Delegate

- 5.1.1 Depending on the position under consideration either the College President or the appropriate Vice President shall request in writing from the Association President that an Association delegate to the SC be appointed. This delegate shall assume the responsibility for conducting a division/department/area meeting for the selection of an instructor(s) to sit on the SC, as per Articles 13.6.6 through 13.6.6.3 of the Collective Agreement.
- 5.1.2 Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Vice President in a timely manner. The confirmation letter shall be copied to all constituent groups.

- 5.1.3 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.

5.2 The Division/Department/Area Meeting

- 5.2.1 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 division/department/area for service on the SC in accordance with the Collective Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give five (5) working days notice of meeting in writing to each constituent by delivering this notice through the campus mail.
- 5.2.2 The Association delegate shall chair the meeting. Instructors in an area, department, or division who currently hold term or regular appointments shall be eligible to attend and vote.
- 5.2.3 Applicants may attend and vote.
- 5.2.4 Voting is by secret ballot. The person(s) with the greatest number of votes is the SC 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 SC members must adhere to this principle. The Association delegate shall inform the SC chair in writing of the name(s) of the delegate(s) and alternate(s).
- 5.2.5 If a selected delegate to the SC cannot attend the pre-interview meeting, or the interview meeting, then the alternate must carry through to the conclusion of the SC proceedings. Adequate notice of the SC meeting schedules shall be provided to the alternate delegates by the SC Chair.

6 Pre-Interview Meeting Guidelines

- 6.1 The applicable articles of the Collective Agreement that deal with SC meetings are 13.6.1 through 13.6.5. The guidelines in Section 6 below supplement these articles.

6.2 Before the Pre-Interview Meeting

- 6.2.1 For positions of Coordinators, Assistant Department Heads, and Department Heads--Associate Deans or College Librarian are Selection Committee Chairs. For positions of Associate Deans and the College Librarian, the nominee of the College President are SC Chairs. It is the responsibility of the SC Chair to set up the pre-interview meeting by alerting all members of the SC of the time and place, and also to follow up with a confirming memo.

- 6.2.1.1 Unavailability of an Associate Dean/College Librarian from the Division Concerned.

In such instances, the administrator charged with making the appointment, or delegate, shall designate another Associate Dean or the College Librarian from

individuals presently holding those positions. The designates' name shall be forwarded to the Association for approval.

6.3 Activities at the Pre-Interview Meeting

6.3.1 At the pre-interview meeting the following shall be accomplished:

- 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;
- Determine the order in which the questions shall be asked.

6.3.1.1 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.

6.3.2 The Short-listing of Candidates

6.3.2.1 The SC delegates at the pre-interview meeting shall determine the process and establish the criteria which determine who will be short-listed.

6.3.2.2 All candidates who, in the SC's judgement, meet the criteria decided upon in 6.3.2.1 above, shall be short-listed. Three short-lists shall be made: one for candidates from within the bargaining unit; one for other employees of the College; and one for external candidates.

6.3.2.3 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 employees of the College; if no candidate is found suitable for the position, then
- 3) external candidates.

If the SC selects a candidate as per 8.1 then interviewing of candidates on the next short-list shall not proceed.

- 6.3.2.4 **A** secret ballot shall, upon request of any member of the SC, be used to determine the short-lists if this appears helpful.
- 6.3.2.5 The short-listing of at least one candidate is sufficient for the process to continue.
- 6.3.2.6 If at the conclusion of the pre-interview meeting, the delegates determine that there are no applicants who meet the criteria decided upon in 6.3.2.1 above, the Chair shall retain all documentation, and forward said documentation along with a memo to the College President/appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all SC delegates. Minority opinions on the matter, can if so requested by a delegate(s), be forwarded as well.
- 6.3.2.7 The College President/appropriate Vice President shall reconvene the SC to discuss the non-suitability of applicants as described in 6.3.2.6 above.

6.3.3 The Release of Names

- 6.3.3.1 All short-listed candidates (internal and external) shall be contacted by the Chair and be asked for permission to release their names to the public.
- 6.3.3.2 If permission is denied by any short-listed candidate, the candidate's application must be considered as confidential.
- 6.3.3.3 Candidate's permission to release their names shall be announced to the SC delegates by the Chair.

6.3.4 Preparation for Interviewing

- 6.3.4.1 All questions to be asked by each delegate are determined. These questions shall be typed, and distributed to each delegate at the interview meeting.

6.4 After the Pre-Interview Meeting

- 6.4.1 Within three (3) days after the pre-interview meeting, the SC Chair returns the documentation for the applicants who have not been short-listed to the College President/appropriate Vice President, who shall inform said applicants that they have not been selected for interviews.
- 6.4.2 The SC Chair, pursuant to Articles 13.6.2 and 13.6.3 of the Collective Agreement, 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.
- 6.4.3 The SC Chair shall make applications and supporting documents available in confidence to committee members at least ten (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 individual who actually appoints a candidate to the position shall be named by the Chair.
- 7.3 The SC's decision making process shall be explained to the interviewee by the Chair.

- 7.4 The interviewee shall be informed that the SC 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 SC discusses procedural matters.
- 7.6 Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee.
- 7.7 Some variation in the questioning may be required depending on the background of the interviewee.
- 7.8 Adjunct (connected, or follow-up) questions may be asked, but delegates must first seek permission of the Chair.
- 7.9 The Chair shall ask the interviewee if there are any points that need clarification.
- 7.10 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.
- 7.11 It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.
- 7.12 The above processes in section 7 are repeated until all the short-listed candidates have been interviewed.

8 The Decision Process

8.1 Decision by Majority Vote and Appointment of the Selected Candidate

- 8.1.1 Normally, there shall be two 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 in 6.3.1 and 6.3.2.1 above.
- 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. If there was not a majority vote, then the process proceeds as in 8.2. below.

- 8.1.4 If there was a unanimous first ballot; and after the discussion described in 8.1.2, 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 SC 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 13.7 of the Collective Agreement, the decision of SC.
- 8.1.7 If the selected person is not appointed, the person responsible for the appointment shall meet with the SC to attempt to reach accord as per Articles 13.7.1 and 13.7.2.2 of the Collective Agreement.
- 8.1.8 In instances where the SC has selected an applicant who is not currently a member of the Association, the College President/appropriate Vice President, shall request the Director of Personnel Services to conduct a thorough reference check (at least two references should be contacted). Any concerns shall be brought back to the SC.
- 8.1.9 Upon official announcement of the appointment (by the appropriate Vice President/College President, or delegate), and the standing down of the SC, 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 SC 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/appropriate Vice President, outlining the split decision, and recommending a course of action. All SC 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 SC 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 SC 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 SC may suggest an adjournment. If the SC 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" (8.2.1 above) or "no candidate selected" decision (8.2.2 above), the committee may determine that one or more of the candidates should be re-interviewed. If the SC so determines, the Chair shall arrange for the re-interview in the same manner as in 6.4.2 above. 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 Section 8 above, The outcome of the re-interview shall follow the guidelines described in 8.1 through 8.2.2 above.
- 8.2.5 Position Re-posted. In cases where the SC cannot select any applicant, and the individual responsible for the appointment re-posts the position, it is suggested that the same SC continue its function for the second round of applicants as this committee has already gained experience relative to the posting. There are three conditions for the continuance of the same SC.
- 8.2.5.1 1) The individual responsible for the appointment wishes to continue with the same SC; and 2) The lapse between the SC's recommendation and the posting does not exceed three (3) months; and 3) The SC 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). All SC 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 delegate, 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.

APPENDIX "VIII"

Guidelines for the Performance Appraisal of Permanent Regular Instructors (pursuant to Article 15)

I Performance Appraisal Criteria

1.1 Contribution to Students

- 1.1.1 Each student is treated with demonstrated respect and genuine interest.
- 1.1.2 Instructors 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 instructor.
- 1.1.4 Instructors 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, instructors 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 instructors regarding professional development in the area of professional competence. Instructors 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, an instructor may not be able to achieve mastery of current developments; however, such instructors 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 instructors regarding Professional Development in this area.
- 1.2.2 Instructors 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 Instructors should be willing to exchange ideas and to be supportive of each other professionally. Instructors are expected to work harmoniously with colleagues.

1.4 Participation in the Department, Campus, College

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

2 Joint Steering Committee

- 2.1 Performance Appraisal shall be the responsibility of the Joint Steering Committee (JSC) as per Article 3.10.3.1.
- 2.2 The Joint Steering Committee shall follow fair and consistent principles for performance appraisal. The Joint Steering Committee shall be involved in clarification of procedures but not in the monitoring of departmental processes.
- 2.3 All procedures and instruments of performance appraisal must be approved by the JSC before being implemented.
- 2.4 Pursuant to Article 15.2 of the Collective Agreement all revisions to these Guidelines must be approved by the JSC. The JSC shall notify the College, the VCCFA, and all instructors of any revisions that it makes.
- 2.5 Instructors may make a submission to the JSC regarding appraisal instruments and the application of these instruments in their departments or areas.

3 Methods of Performance Appraisal

- 3.1 Based on criteria described in these Guidelines and subject to the approval of the JSC, performance appraisal shall be based on information gathered through a combination of at least two (2) of the following methods:
- e Questionnaires filled in by the students
 - Observations of performance by department heads of designated alternates
 - Self appraisal

- Observations of performance by colleague(s)

- 3.1.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its instructors 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 JSC for exemptions from this provision.
- 3.2 Each department or area by majority secret ballot of the permanent regular instructors within the department or area shall select which of the appraisal methods described in Article 3.1 its members shall use. Probationary regular, term, and auxiliary instructors may attend and take part in any discussions at any department meetings on performance appraisal but may not vote.
- 3.3 In departments or areas with fewer than five (5) permanent regular instructors, the instructors may not choose the appraisal method of "Observations of Performance by Colleagues."

4 Frequency of Appraisals

- 4.1 Commencing January 1, 1995, all permanent regular instructors shall be appraised once every three (3) years. Appraisals conducted prior to this date shall be validated and recognized as falling within the three (3) year cycle which commences January 1, 1995.

5 Facilitation of Performance Appraisal

- 5.1 The Department Head or equivalent is responsible for the logistics and completion of the appraisal process. Each department or area by majority secret ballot of the permanent regular instructors within the department or area shall select performance appraisal facilitators (PAFs). PAFs may be an instructor, group of instructors, Coordinator, Assistant Department Head, or Department Head and may be from either within or outside the department or area. Each instructor shall, during appraisal, work with one (1) PAF. Where PAFs are a group of instructors, they shall elect a member who shall be responsible for coordinating the preparation of department or area development plans under the terms of Article 7.0 of these Guidelines.
- 5.2 PAFs shall serve for a period of three years. Any required replacement of the PAFs shall be carried out according to the terms of 5.1.

6 Performance Appraisal Data and the Preparation of Performance Appraisal Reports and Development Plans for Instructors

- 6.1 The data obtained through the methods authorized under Article 3.2 of the Guidelines shall be assembled and used in the following manner:

6.1.1 For questionnaires filled in by students

- 6.1.1.1 Through a democratic process initiated and chaired by VCCFA stewards, the term and regular instructors in each division shall select one divisional designate who shall administer student questionnaires for both appraisal and evaluation (see the Guidelines for Evaluation, attached to the Collective Agreement) in that division. In the same way, one divisional designate on each campus shall be selected by term and regular instructors in areas and departments on that campus which are not assigned to instructional divisions.

The divisional designate shall not be a member of the Association nor a College administrator.

The divisional designate shall be responsible to the campus delegate of the JSC while performing the functions described herein.

- 6.1.1.2
 - a) The divisional designate shall be selected only from those who have accepted such nomination.
 - b) The divisional designates shall carry out their functions for a period determined by the instructors as per 6.1.1.1, which shall not exceed three years. One month prior to the expiry of their terms, or in the event of a divisional designate withdrawing from these functions, the process of selection shall be re-initiated by a VCCFA steward.
 - c) Upon selection of divisional designates the stewards shall inform the JSC. The JSC shall ensure that the divisional designates are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires, which are listed in subsidiary guidelines.
 - d) No alternate shall perform any of the functions of the divisional designates without the approval of the campus delegate of the JSC.
- 6.1.1.3 The divisional designate shall first explain the process to instructors' students. Second, the questionnaires shall be given to the students and the designate shall invigilate until they are completed. The questionnaires and response forms shall be collected, sealed, and passed to the neutral processor (Article 6.1.1.4) for tabulation. The divisional designate shall keep all data confidential.
- 6.1.1.4 The JSC shall designate a neutral person(s) who shall process the questionnaires. The processor(s) shall not be member(s) of the Association nor College administrator(s). The JSC shall ensure that the processor(s) are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for processing student questionnaires, which are listed in subsidiary guidelines. The processor(s) shall be responsible to and report to the campus delegate of the JSC while performing the functions described herein.
- 6.1.1.5 The processor shall assemble all the student comments on a separate form and provide the totals and averages of the student ratings on the same form. Only one copy of the completed form shall be made. The processor shall secure the form and its copy until the students who completed the questionnaires have received their final letter grade or equivalent from the instructor being evaluated. As soon as possible thereafter, the copy shall be signed by the processor and given to the department PAF. At the same time, the original form shall be signed by the processor and given to the instructor being appraised.
- 6.1.1.6 The processor shall, at the same time, pass all the student-completed questionnaires in a sealed envelope to the departmental PAF. The processor shall then destroy all other remaining notes or records, including computer records, that pertain to the evaluation.
- 6.1.1.7 The student-completed questionnaires shall be kept sealed by the departmental PAF until destroyed as per Article 6.6 of these guidelines.

6.1.1.8 Notwithstanding 6.1.1.7, the instructor being evaluated may, upon request, have the PAF review the questionnaires and confirm that the results correspond with the completed form received from the processor. After this viewing, they shall be resealed and kept by the department PAF until destroyed as per Article 6.6 of these Guidelines.

6.1.2 For observation of performance by department head or alternate

The department head or alternate shall complete an observational performance appraisal instrument which is referenced to the relevant criteria of Article 1.0. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the appraiser and the instructor. The copy shall be given to the PAF and the original shall be given to the instructor being appraised.

6.1.3 For self-appraisal

The instructor being appraised shall complete a self-appraisal instrument which is referenced to the relevant criteria of Article 1.0 and which shall include comparison with an objective standard. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the instructor and the PAF. The copy shall be given to the PAF and the original kept by the instructor being appraised.

6.1.4 For observation of performance by colleague(s)

The colleague(s) shall complete an observational performance appraisal instrument which is referenced to the relevant criteria of Article 1.0. Only one copy of the completed instrument shall be made. Both the original and the copy shall be signed by the appraiser(s) and the instructor. The copy shall be given to the PAF and the original shall be given to the instructor being appraised.

6.2 The PAF shall discuss the performance appraisal data with the instructor being appraised. The PAF shall then prepare both a performance appraisal report which indicates the instructor's areas of strength, and areas for development, and a development plan for the instructor. The instructor shall concurrently prepare an individual development plan.

6.3 The PAF and the instructor shall meet again to discuss the performance appraisal report and the development plans. The instructor may decide to have both plans remain or the instructor and the PAF may agree to replace them with a single new plan to which they both have input. In either case, the performance appraisal report and the development plan(s) shall be signed by the PAF and the instructor as evidence that the appraisal has been completed.

6.4 There shall be only one copy of the performance appraisal report and the development plan(s) made. After the PAF has prepared the anonymous summary required as per Article 7.1, copies shall be placed in the instructor's performance appraisal file and the originals shall be given to the instructor.

- 6.4.1 Instructors may comment on the contents of their performance appraisal reports and the performance appraisal process and have such comments attached to their performance appraisal reports.
- 6.5 In all instances where the instructor's signature is required, it is understood that this signature is only an acknowledgement that the instructor has read the document.
- 6.6 The PAF shall destroy all remaining performance appraisal data, forms, and completed instruments.

7 Department or Area Development Plans

- 7.1 Before placing instructors performance appraisal reports and development plans into instructors' performance appraisal files, PAFs shall prepare summaries in order to prepare department or area development plans. Such summaries shall not contain the names of instructors who were appraised nor the date of the appraisal. No copies of these summaries shall be made.
- 7.2 Department or area development plans shall contain summaries of department or area performance strengths and development needs. Where PAFs are not Department Heads or equivalents, developmental plans shall be prepared in consultation with those department heads or equivalents. PAFs shall destroy all the summaries used to prepare these plans.
- 7.3 PAFs shall make two copies of the department or area plans and sign both the original and the copies. The original shall be given to the appropriate Vice President or delegate. One copy shall be given to the Department Head or the area coordinator, the other shall be given to the Associate Dean/College Librarian or delegate.

8 Release Time

- 8.1 All instructors who, pursuant to Article 6.1.4 above, must complete an observational performance appraisal instrument and shall be granted release time whenever it is impossible to otherwise conduct the observation necessary to complete this instrument.
- 8.2 All instructors involved in the Performance Appraisal process as PAFs and who are not already in receipt of release time by virtue of responsibility appointments pursuant to Article 13 (... Department Heads, etc) shall be granted reasonable periods of paid leave in order to fulfil their responsibilities.
 - 8.2.1 There shall be a maximum of \$2000 allocated per fiscal year per department where departmental facilitators do not already have release time. These funds shall be accommodated from the appropriate Vice President's budget through submission of duly noted time sheets for auxiliary instructors.

- 8.2.2 Should it become necessary to review the aforementioned amount it shall be done through application to the Joint Steering Committee.

9 Disputes

- 9.1 Any dispute arising out of the application or interpretation of these Guidelines should be referred to the Joint Steering Committee for resolution. If the dispute is not resolved, to the satisfaction of the party (parties) involved, it shall be grievable under the terms of Article 12 (*Grievance Procedure*) of the Collective Agreement.

(November 7, 1991)

APPENDIX "IX"

Guidelines for the Evaluation of Term and Probationary Regular Instructors (pursuant to Article 16)

1 Evaluation Process

- 1.1 The evaluation process shall be conducted in a similar manner for all term and probationary regular instructors 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 Article 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 Instructors 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 instructor.
- 2.1.4 Instructors 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, instructors 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 instructors regarding professional development in the area of professional competence. Instructors 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, an instructor may not be able to achieve mastery of current developments; however, such instructors are expected to

be aware of the general nature of these developments; and to communicate this to students as appropriate.

- 2.2.2 Instructors 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 Instructors should be willing to exchange ideas and to be supportive of each other professionally. Instructors are expected to work harmoniously with colleagues.

2.4 Participation in the Department, Campus, College

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

3 Methods of Evaluation

- 3.1 The evaluation process shall use two methods:
 - 3.1.1 Questionnaires filled in by an instructors' students, or an equivalent instrument for counsellors, librarians, and, with the approval of the Joint Steering Committee, other instructors; and,
 - 3.1.2 Observations of performance by department heads, coordinator IIs, or assistant department heads.

4 Joint Steering Committee

- 4.1 The methods listed in Article 3 above shall be applied through procedures and instruments which have been approved by the Joint Steering Committee (JSC) as per Article 3.10.3.2.
- 4.2 The JSC shall be responsible for approving the procedures and instruments of evaluation.
- 4.3 The JSC shall follow fair and consistent principles for the evaluation of term and probationary instructors. The JSC shall be involved in the clarification of procedures, but not in the monitoring of departmental and area processes.

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Regular Instructors

- 4.4 Instructors may make submissions to the JSC regarding the evaluation instruments and their application in their department or area.
- 4.5 The JSC may make revisions to the Guidelines for Evaluation of Term and Probationary Regular Instructors. The JSC shall notify the College and the VCCFA of any revisions it makes.

5 Orientation, Frequency, and Timing of Evaluation

- 5.1 At the beginning of the probationary period or the term instructor's first term of appointment, the department head or coordinator II shall orient the probationary regular or term instructor to the College, its resources, the department or area, and program. The department head or coordinator II shall provide the instructor with the written guidelines for evaluation and for the applicable evaluation process and shall explain these to the instructor to ensure that they are understood.
- 5.2 The frequency and timing of the evaluation shall be as follows:
 - 5.2.1 For probationary regular and term instructors, half-time or more on term appointments exceeding eight (8) months, the evaluation process referred to in Article 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 Article 5.2.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.
 - 5.2.2 For term instructors, half-time or more, on term appointments of less than eight (8) months, the evaluation process as referred to in Article 3.1 shall be completed no later than six (6) months into a period of appointment, or six (6) months into a period of cumulative appointments. Should the first evaluation show need for improvement, a follow-up observation (as referred to in Article 5.2.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
 - 5.2.3 For term instructors less than half-time, the evaluation process as referred to in Article 3.1 shall be completed within the first sixty (60) accumulated duty days of employment with the College. Should the first evaluation show need for improvement, a follow-up observation (as referred to in Article 5.2.4) shall be initiated within ten (10) working days.
 - 5.2.4 When necessary, the evaluator shall alert the term or probationary regular instructor to possible areas requiring improvement and through a mutually approved plan of action, shall assist the instructor 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.
 - 5.2.5 Within any two-year period term or probationary period instructors who have achieved one (1) successful evaluation 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 two (2) successful evaluations, term instructors shall be evaluated once every three (3) years.

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6 Evaluation Data

6.1 The data obtained through the methods authorized through Article 3.1 of these Guidelines shall be assembled in the following manner:

6.1.1 For questionnaires filled in by students

6.1.1.1 Through a democratic process initiated and chaired by VCCFA stewards, the term and probationary regular instructors in each division shall select one divisional designate who shall administer student questionnaires for both appraisal and evaluation (see the Guidelines for Appraisal, attached to the Collective Agreement) in that division. In the same way, one divisional designate on each campus shall be selected by term and regular instructors in areas and departments on that campus which are not assigned to instructional divisions.

The divisional designate shall not be a member of the Association nor a College administrator.

The divisional designate shall be responsible to the campus delegate of the JSC while performing the functions described herein.

6.1.1.2 a) The divisional designate shall only be selected from those who have accepted such nomination.

b) The divisional designate shall carry out their functions for a period determined by the instructors as per 6.1.1.1, which shall not exceed three years. One month prior to the expiry of their terms, or in the event of a divisional designate withdrawing from these functions, the process of selection shall be re-initiated by a VCCFA steward.

c) Upon selection of divisional designates the stewards shall inform the JSC. The JSC shall ensure that the divisional designates are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires, which are listed in subsidiary guidelines.

d) No alternate shall perform any of the functions of the divisional designates without the approval of the campus delegate of the JSC.

6.1.1.3 The divisional designate shall first explain the process to instructors' students. Second, the questionnaires shall be given to the students and the designate shall invigilate until they are completed. The questionnaires and response forms shall be collected, sealed, and passed to the neutral processor (Article 6.1.1.4) for tabulation. The divisional designate shall keep all data confidential.

6.1.1.4 The JSC shall designate a neutral person(s) who shall process the questionnaires. The processor(s) shall not be member(s) of the Association nor College administrator(s). The JSC shall ensure that the processor(s) are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for

processing student questionnaires, which are listed in subsidiary guidelines. The processor(s) shall be responsible to and report to the campus delegate of the JSC while performing the functions described herein.

- 6.1.1.5 The processor shall assemble all the student comments on a separate form and provide the totals and averages of the student ratings on the same form. Only one copy of the completed form shall be made. The copy shall be signed by the processor and given to the department head, coordinator II, or assistant department head. The original shall be signed by the processor and given to the instructor being evaluated.
- 6.1.1.6 The processor shall, at the same time, pass all the student-completed questionnaires in a sealed envelope to the department head, coordinator II, or assistant department head. The processor shall then destroy all other remaining notes or records, including computer records, that pertain to the evaluation.
- 6.1.1.7 The student-completed questionnaires shall be kept sealed by the department head, coordinator II, or assistant department head until the completion of the evaluation report, when they shall be destroyed.
- 6.1.1.8 Notwithstanding 6.1.1.7, the instructor being evaluated may, upon request, have the evaluator review the questionnaires and confirm the results correspond with the completed form received from the neutral designate. After this viewing, they shall be resealed and kept by the department head, coordinator II, or assistant department head until destroyed as per Article 6.1.1.4 of these Guidelines.

6.1.2 For observation of performance by Department Head, Coordinator II, or Assistant Department Head

The evaluator shall complete and sign an observational evaluation instrument which is referenced to the relevant criteria of Article 2.0. Only one copy of the completed instrument shall be made. The original and the copy shall be signed by the instructor and the original shall be given to the instructor being evaluated.

7 Evaluation Reports

- 7.1 Based on the data gathered assembled under Article 5 of these Guidelines the evaluator shall discuss the instructor's performance with the instructor and then prepare an evaluation report which shall include all the data collected and be signed by the instructor as evidence of having been read and that the evaluation process has been completed.

It shall be submitted to the appropriate Vice President or delegate for decision pursuant to Article 16.1 of the Collective Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per Article 5.2.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the instructor's personnel file under the terms of Article 16.3 of the Collective Agreement.

- 7.1.1 An instructor may respond to the contents of the evaluation reports and have such responses attached to their evaluation reports.

8 Disputes

- 8.1 Any dispute arising out of the application or interpretation of these Guidelines should be referred to the Joint Steering Committee for resolution. If the dispute is not resolved to the satisfaction of the party (parties) involved, it shall be grievable under the terms of Article 12 (*Grievance Procedure*) of the Collective Agreement.

(November 7, 1991)

APPENDIX "X"

**LETTER OF AGREEMENT
between
VANCOUVER COMMUNITY COLLEGE and the
VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION**

Professional Development Funds
(pursuant to Article 6.6.7)

- 1 The College shall maintain a Non-Salary Cost Budget Line for the purpose of providing instructors with professional development funds for the term of the attached Collective Agreement.
- 2 The Budget Line shall be established at a level of one hundred thousand dollars (\$100,000) for each fiscal year of the Collective 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 budget for each campus (City Centre and King Edward Campus) but administered by a three-person committee of the VCCFA. There shall be two (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 the attached Guidelines for the Allocation of Professional Development Funds for VCCFA Members.

Dated _____, 1996.

For the Vancouver Community College
Faculty Association

For Vancouver Community College

APPENDIX "XI"

**Guidelines for the Allocation of Professional Development
Funds for VCCFA Members**

1 Agreement

- 1.1 These Guidelines are pursuant to the Letter of Agreement - *Professional Development Funds* - attached to the Collective Agreement.
- 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 VCC/VCCFA Collective Agreement.

2 Introduction

- 2.1 The policies, procedures, and overall allocation of the PD funds budget shall be administered by a six-person committee of the Vancouver Community College Faculty Association. This committee shall meet to discuss policy and procedural issues. There shall be two subcommittees of the aforementioned group, consisting of three 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; two (2) members of the Subcommittees must be present. Members can transfer between Sub-committees 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 instructor-initiated activity to develop or improve instructional skills or methods; to develop, improve or review program, course or curriculum materials; to maintain currency in the instructor's subject area; or, to gain additional knowledge and professional competence in the instructor'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 instructor'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
- Purchase of specialized supplies necessary for workshops or other specific professional development activities
- Seminars/Workshops
- Study of new techniques and technology
- Other approved activities

* Most courses offered through VCC (within regular programs and Continuing Education) have tuition fees waived. Courses pertaining to the Instructors' 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 instructor'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 Items may not be purchased by pooling of funds.
- 5.3 The PD Funds Budget does not cover travelling expenses or accommodation when instructors' 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.
- 5.4 The PD Funds Budget does not cover the payment of professional dues such as licenses, recertification, etc.

- 5.5 PD Funds are not to be used to cover the cost of a substitute instructor.

6 Eligible Faculty

- 6.1 Regular and term instructors, employed half-time or more, who complete eight (8) months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.5 of the Collective Agreement.
- 6.2 Instructors returning from leave are not eligible for PD and PD funds unless they are able to perform eight (8) months of duty within the fiscal year.
- 6.3 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 VCCFA PD Funds budget.
- 8.2 The PD Funds Committee shall be solely responsible for approving applications from instructors 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 the Accounting Department at College Administrative Services.
- 8.3 The PD Funds Subcommittee at each campus will monitor the use of the funds and will keep records of the allocations in cooperation with the Accounting Department. The subcommittee will meet on a bi-weekly basis to adjudicate applications. Approval for PD funds may take up to four (4) weeks.
- 8.4 Approval for PD funds for members serving on the PD Funds Committee shall be handled by the VCCFA Board if there is not consensus within the Subcommittee regarding the request.

9 Application Procedure

- 9.1 All professional development requests for 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 twenty (20) days of professional development (Article 6.6.2) OR may take place on the instructor's own time.
- 9.2 An instructor 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 must fill out both sides of the form including the reverse side entitled: "Professional Development Funds (VCCFA only) Money Request." An instructor 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 6.6.4) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Vice-president or delegate to the PD Funds Committee for approval. The PD Funds Subcommittee at each campus will review the application and inform the instructor whether their request for funds has been approved.
- 9.4 Within one month of the completion of professional development, instructors 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 the Accounting Department.
- 9.5 In some situations where an instructor 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. Instructors will reimburse VCC 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 Instructors may be required to complete purchase order requisitions for specific materials or equipment. The PD Subcommittee will inform instructors 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, VCCFA members may pool all or part of individual member's PD funds to finance large endeavours such as one individual 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 members involved in the merging of funds must voluntarily sign the request to signify agreement with the plan.
- 10.3 Requests must be \$100 minimum per instructor,
- 10.4 Requests for purchases cannot be pooled.
- 10.5 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 31 to be included in the current fiscal year.

12 Unused Funds

- 12.1 Near the end of the fiscal year, carry-over of unused funds for professional development purposes will be determined by the VCCFA membership in consultation with the College.

13 Appeal Procedure

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

November 26, 1991
Updated October 14, 1992

APPENDIX "XII"

LETTER OF AGREEMENT between VANCOUVER COMMUNITY COLLEGE and the VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

Protocol for Term Appointments in the English as a Second Language Division

- 1 Interested part-time regular instructors, as per Article 4.5 of the Collective Agreement, and all term instructors in the ESL Division whose names appear on the seniority list as per the Collective Agreement effective April 1, 1995 shall comprise the ESL divisional pool of instructors. The names of these instructors shall be listed in rank order of seniority.
- 2 Appointments on term contract in the ESL Division or combined ESL/Skill classes will be made available by right of first refusal to instructors in the divisional pool in the following manner:
 - 2.1 They shall be first offered to part-time regular instructors in the pool as per Article 4.5 of the Collective Agreement.
 - 2.2 They shall then be offered on the basis of seniority to term instructors in the pool to a maximum of full-time status.
 - 2.3 Term instructors who exercise their right of first refusal shall be removed from the divisional pool. They shall remain eligible, without penalty, for other appointments outside of this protocol.
- 3 The following conditions shall apply to the offering and acceptance of term appointments that are subject to the terms of this protocol:
 - 3.1 Within one month of the ratification of the Collective Agreement, all instructors in the divisional pool shall indicate, in writing, to the department head(s) or coordinator concerned, the name(s) of the department(s) to which they wish to be appointed and whether they wish to be considered for combined ESL/Skill appointments; furthermore, part-time regular instructors shall indicate if they wish to exercise their right to term appointments up to a maximum of full-time status.
 - 3.1.1 Part-time regular instructors who do not indicate their interest in term appointments within one month of the ratification of the Collective Agreement may do so at a later date, but at least one month prior to the commencement of any appointment to which they are entitled.
 - 3.1.2 In the first week of May of each fiscal year, instructors in the ESL divisional pool shall be given the opportunity to change their choice of ESL departments or areas (including

ESL/Combined Skills) to which they wish to be considered for appointments. Those instructors who indicate an interest in changing their choice shall receive a letter drafted by the VCCFA and the College which explains their options and provides a response form. The letter shall be hand-delivered or sent by registered mail by the end of May and responses returned to the appropriate Vice President's office no later than June 15.

- 3.2 Instructors who do not indicate a preference for a particular department, part-time regular instructors who do not exercise their right to a maximum of full-time work, or instructors who indicate that they do not wish to be included in the divisional pool do so without prejudice to any future appointment outside of the terms of this protocol.
- 3.3 Instructors who, because of vacation or other compelling reasons, are unable to notify the appropriate department head(s) or coordinator shall be able to reclaim their status in the pool upon appeal. Any such appeal shall not be unreasonably denied and instructors who are reinstated are subject to the terms of this protocol.
- 3.4 A copy of the list of instructors in the divisional pool shall be given to the VCCFA within two (2) months of the ratification of the Collective Agreement.
- 3.5 When offering appointments to instructors, the College shall first attempt to contact them by phone. If that is unsuccessful, the College shall send a letter by courier. If the instructor does not respond within 72 hours of the letter being sent, the appointment shall be offered to the next-lowest ranking instructor in the divisional pool. Instructors who cannot be contacted retain their status in the pool without penalty.
- 3.6 Instructors who are offered a term appointment have 24 hours within which to reply. If they fail to reply, they shall be deemed to have exercised their right of refusal as per Article 2.3 above.
- 3.7 In the event of a medical emergency which occurs within 72 hours of the commencement of an instructor's term appointment and which prevents the instructor from completing the said appointment the College may offer a replacement appointment in accordance with department procedures.
- 4 Both the College and the instructor shall fulfil their obligations to their current class(es). Additional term appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors until their current class(es) have ended.
- 5 After any term of appointment has been fulfilled, instructors retain their rights to further appointments under the terms of this protocol.
- 6 Available auxiliary work pursuant to Article 2.9 of the Collective Agreement shall be made available in accordance with divisional and departmental procedures.
- 7 ⇒ As and when they are produced, the appropriate Vice-president's office shall provide the Association with an updated list that indicates who in the divisional pool has been offered and not accepted a term appointment under the terms of this protocol.

- 8 Under the terms of this protocol, an instructor shall not have the right to claim work in progress unless it has been allocated in contravention of the terms of this Letter. If such a claim is upheld, the instructor concerned shall have the right to the remaining portion of the work in progress but has no entitlement to any lost wages, benefits, etc. as a result of the contravention.
- 9 This letter is intended to supersede Article 2.5 (*Term Instructors*) of the Collective Agreement but only as it pertains to instructors in the ESL division as defined herein.
- 10 This letter of Agreement shall be appended to the Association/College Collective Agreement and shall continue to be in effect for the life of that Agreement.
- 11 Any dispute arising out of the application or interpretation of this Letter of Agreement is grievable under the terms of Article 12 of the attached Collective Agreement.

Dated _____, 1996.

For the Vancouver Community College
Faculty Association

For Vancouver Community College

APPENDIX "XIII"

LETTER OF AGREEMENT between the VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION and VANCOUVER COMMUNITY COLLEGE

ENHANCED PROGRAM DELIVERY (EPD)

In a Letter of Agreement, August 30, 1993, the parties made certain arrangements concerning enhanced program delivery. Herein, the parties agree to the following for the life of this Letter:

- 1 That for these departments:

Science	College Preparatory English
Mathematics	English Language Skills
Humanities	ESL-Outreach
Business and Computer Studies	ESL-Vocational

the levels of enhanced program delivery or changes to instructors' workloads as signed off by the EPD Committee pursuant to 4.2.2 of the August 30, 1993 Letter will be maintained.

- 2 That those departments listed which established their level of enhanced program delivery by increases in student activity may, through democratic procedures, develop **plans** for new configurations of student activity and, no later than one month prior to the beginning of an instructional term, submit them to the appropriate Vice-president, for the College's approval. Such approval shall not be unreasonably denied if the plan is educationally sound and maintains the same level of student activity as measured in student contact hours (SCH) as signed-off pursuant to the August 30, 1993 Letter.
- 3 That those departments listed which established their level of enhanced program delivery by any combination of increases in student activity and/or increases in the number of hours of assigned duty designated to full class instruction may, no later than one month prior to the beginning of an instructional term, submit plans for new configurations of student activity and new workload profiles to the Vice-president, Education for the College's approval. Such approval shall not be unreasonably denied if the plan is educationally sound and maintains the same level of student activity as measured in student contact hours as signed-off by the Joint EPD Committee pursuant to the August 30, 1993 Letter.
 - 3.1 Such resubmissions shall be subject to the provisions of Article 6.2.1 of the Collective Agreement.
 - 3.2 Such resubmissions shall not include increases in the current number of hours of assigned duty designated to full class instruction.

116 Appendix "XV" - Multi-institutional Framework Agreement

- 4 That the VCC Administration will recommend to the VCC Board that any continued enhancements to student activity delivery levels which result in the 94-95 VCC Budget being positively increased over 93-94 funding levels for the allocation of resources among campuses and divisions; or which result in positive increases in the 95-96 Budget over 94-95 funding levels, will be specifically directed to the enhancement of instructional programs and instructional support services at King Edward and City Centre Campuses.
- 5 That, for the term of this Letter, unless there are decreases in enrollment, changes in program profiles, or reductions *in* funding levels, the College shall endeavour not to initiate any reduction sequences in any department covered by this Letter.
- 6 That the College will, prior to August 31, 1994, fulfil its financial commitments pursuant to the Letter and EPD Committee agreements to augment capital expenditures to those departments that had capital requests included in their approved EPD proposals.
- 7 That listed departments or those instructional support departments affected by the EPD process may submit, by September 1, 1994, requests to the appropriate Vice-president for capital expenditures that will help them maintain their levels of enhanced program delivery and/or support for same.
- 8 Any dispute arising out of the application or interpretation of this Letter is grievable under the terms of Article 12 of the Collective Agreement.
- 9 This Letter shall be appended to the Collective Agreement between the parties that commences April 1, 1995 and shall continue to be in effect for the life of that Agreement.

Dated _____, 1996.

For the Vancouver Community College
Faculty Association

For Vancouver Community College

APPENDIX "XIV"

LETTER OF INTERPRETATION AND UNDERSTANDING

Article 5.1.9 of the Collective Agreement between Vancouver Community College and the Vocational Instructors' Association prescribes a minimum of three (3) hours per duty day for instructors employed on an "auxiliary" basis. This provision is not exclusive of other duty performed under contract or timesheet which must be taken into account when determining the minimum daily entitlement.

Notwithstanding the foregoing clarification, the College and the Association recognize an inherent problem in the strict application of Article 5.1.9 because of the unique requirements of certain departments.

It is therefore understood and agreed without prejudice, that the referenced minimum three hour provision shall be non-applicable to auxiliary instructors employed in the Music and Sign Language Studies Programs at King Edward Campus.

Signed at Vancouver, B.C. this 13th day of February , 1989.

On behalf of
Vancouver Community College

On behalf of
the Vocational Instructors'
Association

Sd/- (D.D. Jones)
D.D. Jones
Director of Employee Relations

Sd/- (R. Wren)
R. Wren
President

APPENDIX "XV"

**LETTER OF AGREEMENT between VANCOUVER COMMUNITY COLLEGE and the
VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION**

The parties agree that the facilitator's (James Dorsey) recommendations for a Multi-institutional Framework Agreement dated May 15, 1996 be attached to the 1995-98 Collective Agreement between the parties and shall be in effect for the life of that Agreement.

Dated this ____ day of _____ 1996.

For the Vancouver Community College
Faculty Association

For Vancouver Community College

Vancouver Community College, Vancouver, British Columbia
Vancouver Community College Faculty Association (Ind.)
(650 instructors)

A 36-month renewal agreement on local working conditions effective from April 1, 1995, to March 31, 1998, settled in May 1996 at the bargaining stage. Duration of negotiations - 17 months.

Note: Vancouver Community College is one of the seventeen post-secondary colleges, institutes and agencies in the province covered by the *Multi-Institutional Framework Agreement* which was ratified in June 1996. Amid the background of funding cutbacks in the province and the continuing development of a new provincial plan for the college, institute and agency system in British Columbia, the parties elected to negotiate a multi-institutional Framework Agreement, effective from June 14, 1996 to March 31, 1998, which would be applicable to most, if not all, such institutions in the province. (Previously, each institution negotiated a separate collective agreement.) The stated purposes of the agreement are as follows: to further the strategic plan goals of the post secondary non-university sector; to further constructive industrial relations; to improve human resource management practices and support structures; and, to facilitate opportunities to retain experienced educators within the college and institute system and to enable individuals to make choices when confronted with change.

The Multi-Institutional Framework Agreement covers such issues as compensation, class size, job security and labour adjustment, and provides for the negotiation of other issues, e.g. agreement standardization and leveling, during the term of the 21 1/2-month agreement. Each college, institute or agency will continue to negotiate a separate collective agreement covering issues not yet agreed to at the provincial level and such local issues as may be applicable.

The Multi-Institutional Framework Agreement was eventually ratified by the following 17 institutions across the province: Camosun College, Capilano College, College of New Caledonia, College of the Rockies, Fraser Valley University College, Justice Institute, Kwantlen University College, Langara College, Malaspina University College, North Island College, Northern Lights College, Northwest College, Okanagan University College, Open Learning Agency, Selkirk College, University College of the Cariboo, and Vancouver Community College. The British Columbia Institute of Technology, Douglas College and Emily Carr Institute of Art and Design are not party to the Multi-Institutional Agreement and have ratified individual collective agreements.

22/6/99

JURISD: ON	AGREEM. EFF. DATE: 1995/04/01	SETTLEMENT DATE: 1996/05/16
FED	AGREEM. EXP. DATE: 1998/03/31	WAGE EFFECTIVE DATE: 1995/04/01
PROV X	NO. OF EMPLOYEES: 650	WAGE REOPENER DATE:
PSSRA		STAGE OF SETTLEMENT: B
		DUR. OF NEGOTIATION: 28

SIC: 805

COMPANY: Vancouver Community College (Instructors)

UNION: Vancouver Community College Faculty Association

LOCATION: Vancouver, B.C.

COLA: ☒ NONE ☐ DELETED ☐ EXISTS ☐ INACTIVE

COMMENTS:

NOTE - FIRST TIME AS WORKING CONDITIONS ONLY FOLLOWING NEGOTIATION OF
MULTI-INSTITUTIONAL FRAMEWORK AGREEMENT (11839) IN JUNE 1996 !!!

OCCUP.:

HOURS WORKED:

PREV. NEG. BASE RATE:			+ COLA FOLD-IN AMT:			= 0.000
DATE	RATE	%	DATE	RATE	%	DATE
						RATE
						%

Two Tier Wages

*** PREVIOUS COLA INFORMATION ***

CARRY-OVER FLOAT

FOLD-INS OF CARRY-OVER FLOAT

(Y, N or blank)

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
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*** CURRENT COLA INFORMATION ***

CPI TYPE

OF CALCS

COMP. FQ

Vancouver Community College, Vancouver (Colombie-Britannique)
Vancouver Community College Faculty Association (ind.)
 (650 enseignants)

Convention renouvelée de 36 mois sur les conditions de travail dans l'établissement, en vigueur du 1^{er} avril 1995 au 31 mars 1998, conclue en avril 1997 au stade de la négociation. Les négociations ont duré 28 mois.

Note : Le Vancouver Community College est l'un des dix-sept établissements d'enseignement postsecondaire non universitaire de la province assujettis à la *Multi-Institutional Framework Agreement* (convention collective cadre pluriinstitutionnelle), ratifiée en juin 1996. Dans un contexte de compressions budgétaires et d'élaboration continue d'un nouveau plan provincial visant le secteur des établissements d'enseignement postsecondaire non universitaire en Colombie-Britannique, les parties ont choisi de négocier une convention collective cadre pluriinstitutionnelle, en vigueur du 14 juin 1996 au 31 mars 1998, qui s'appliquerait à la plupart des établissements de la province, sinon à tous. (Par le passé, chaque établissement négociait sa propre convention collective.) La convention cadre a été négociée dans l'espoir d'atteindre les objectifs du plan stratégique, de continuer d'établir des relations de travail constructives, d'améliorer les infrastructures de soutien et les pratiques en matière de gestion des ressources humaines, de proposer des solutions pour garder les enseignants chevronnés dans le secteur et de permettre aux gens de faire des choix devant un changement.

Cette convention cadre aborde diverses questions, telles que la rémunération et les avantages sociaux, le nombre d'étudiants par classe, la sécurité d'emploi et le réaménagement des effectifs. En outre, elle prévoit la négociation d'autres enjeux (l'uniformisation des conventions, par exemple) pendant la période de 21 ½ mois qu'elle couvre. Chaque établissement d'enseignement postsecondaire non universitaire continuera de négocier sa propre convention collective pour traiter des questions qui lui sont propres et des questions n'ayant pas encore été abordées dans la convention cadre.

La convention collective cadre pluriinstitutionnelle a été ratifiée par les 17 établissements suivants de la Colombie-Britannique : Camosun College, Capilano College, College of New Caledonia, College of the Rockies, Fraser Valley University College, Justice Institute, Kwantlen University College, Langara College, Malaspina University College, North Island College, Northern Lights College, Northwest College, Okanagan University College, Open Learning Agency, Selkirk College, University College of the Cariboo et Vancouver Community College. Toutefois, le British Columbia Institute of Technology, le Douglas College et l'Emily Carr Institute of Art and Design ne sont pas visés par cette convention cadre, car ils ont négocié leurs propres conventions collectives.