

April 1, 2007 — March 31, 2010

# **Collective Agreement**

**Vancouver Community College**

**and**

**Vancouver Community College  
Faculty Association**

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## STATEMENT OF AGREEMENT

THIS AGREEMENT is effective as of **April 1, 2007**.

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*;

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, health nurses 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 Term of Agreement

1.1.1 This Agreement shall be for a term of 36 months from **April 1, 2007** to **March 31, 2010**, 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 4 months immediately preceding the expiry of this Agreement by written notice require the other party to commence collective bargaining.

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



### 1.3 Precedence of Agreement

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

## 2 INTERPRETATION AND DEFINITION

### 2.1 Interpretation

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

### 2.2 Employee

“Employee” is any person covered by this Agreement.

### 2.3 Instructor

The term "instructor" includes instructors, counsellors and librarians, where the context so requires, and shall include instructional associates, department heads, assistant department heads and coordinators, and is further understood to include program development faculty.

### 2.4 Permanent Regular

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

### 2.5 Probationary Regular

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

### 2.6 Term

2.6.1 “Term” are those appointed under written **appointments** of employment which stipulate starting and ending dates.

2.6.2 A term appointment does not obligate the College to offer nor the employee to accept subsequent reappointment except as provided in Article 4.8.4 (3) **Appointment Sequence** and Article 4.8 **Procedures for Term Appointments**.

This provision will not affect the appointment of an instructor eligible for regular appointment in keeping with the provisions of Article 4.9 **Change in Type of Appointment**.

### 2.7 Full-time

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

**2.8 Part-time**

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

**2.9 Time-status of Appointments**

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

**2.10 Auxiliary**

"Auxiliary are those employed for unspecified periods on a day-to-day basis whether for full days or partial days. Auxiliary employment shall not normally exceed 19 consecutive duty days. For those instances where the length of assignment was not accurately predicted, the College will count retroactively the 19 duty days toward regularization. Auxiliary employees are covered by the following provisions:

Article 1	<b>Agreement</b>	Article 7.5	<b>Christmas Holiday</b>
Article 2	<b>Interpretation and Definitions</b>	Article 7.17	<b>Employment Insurance</b>
Article 3	<b>Association Rights</b>	Article 12	<b>Grievance Procedure</b>
Article 4	<b>Qualifications, Hiring, Appointments and Change in Type of Appointment</b>	Article 19	<b>Personnel Files</b>
Article 5	<b>Salaries and Allowances</b>	Article 23	<b>Human Rights</b>
Article 6	<b>Assigned Duty, Working Conditions and Professional Development</b>	Article 24	<b>Sexual and Personal Harassment</b>
Article 7.2	<b>Annual Vacation</b>	Article 25	<b>Personal Health and Safety</b>
Article 7.3	<b>Statutory Holidays</b>	Article 27	<b>Liability Insurance</b>
Article 7.4	<b>Observance of Statutory Holidays</b>	Article 29	<b>Criminal Records Check</b>

**2.11 College or Employer**

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

**2.12 College President**

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

**2.13 Dean**

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

## 2.14 Director

A "Director" is the Director, Library and Learning Resources **or the Director, School of Music** of the College. This person shall not be a member of the Association.

## 2.15 Vice President

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

## 2.16 Delegate

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

## 2.17 Area

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

## 2.18 Duty Day

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

## 2.19 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.

## 2.20 Spouse

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

#### **3.2 Association President**

The Association President is the duly elected chief executive officer of the Vancouver Community College Faculty Association. The Association President shall be considered an employee at all College locations.

#### **3.3 Job Security**

3.3.1 The College continues to recognize the Vancouver Community College Faculty Association as the bargaining agent for all instructors, counsellors and librarians in programs and services conducted by the Employer at all College locations.

3.3.2 The Association recognizes the ongoing need of the College for flexibility in offering courses and programs through the Centre for Continuing Studies.

3.3.3 Article 3.3.1 does not apply to courses or programs conducted by the College through the Centre for Continuing Studies prior to August 31, 1990.

3.3.4 After August 31, 1990, for courses or programs which are substantially similar to those taught by instructors currently within the jurisdiction of the Vancouver Community College Faculty Association bargaining unit, appropriately qualified persons shall be employed to provide the instruction under the terms and conditions of the current Collective Agreement.

3.3.5 After a new full-time program substantially similar to one taught by members of the bargaining unit has been successfully established within the Centre for Continuing Studies it will normally be moved into the appropriate instructional School or Centre\* of the College.

\*Schools and Centres are noted in Appendix II **Areas**

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

#### **3.4 Stewards**

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

recognize an Association-appointed alternate as the representative of the Association.

3.4.2 The Chief Steward and Stewards shall be granted a reasonable period of leave from normal duties with full pay and benefits to perform their duties as stewards. They shall make scheduling arrangements with their respective Department 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 Representing Members**

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

#### **3.5 Attendance at Meetings**

(See Common Agreement, Article 3.5)

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 or the Federation of Post Secondary Educators provided that:

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

- d) the Association shall notify the College 4 months in advance of the return to the College of an employee on leave where such leave is in excess of 4 months.

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

- a) leaves of up to and including 10 consecutive days - at salary cost;
- b) leaves of over 10 consecutive days and up to, but not including one year - daily rate based on 202 days plus 16%; and
- c) leaves of one year or longer - actual salary and benefits costs for full years and fraction of years on a pro rata basis.

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

### 3.7 Copy of Agreement

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

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

### 3.8 Recognition of Picket Lines

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

### 3.9 Information to the Association

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

3.9.2 The College shall notify the Association of the terms of employment and salaries of all employees who are offered term appointments within 5 days of receipt of signed confirmation of their initial appointment to the position. Copies of all subsequent offers of term appointment letters indicating the terms of employment and salaries of employees shall be furnished to the Association within 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 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 employees 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 employees who have retired or who have died in the past fiscal year;
- c) a list of employees 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 employees); and
- f) number of term **appointments** issued annually.\*

\* College will provide once computerized system is available.

3.9.4 Notwithstanding the provisions of this 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; and
- 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 employees related to the interpretation and/or application of this Agreement unless confidentiality has been requested by the employees concerned.

### **3.10 Joint Steering Committee**

3.10.1 The Joint Steering Committee shall consist of 2 members appointed by the College and 2 members appointed by the Association. These 4 members shall be the quorum for a Joint Steering Committee meeting.

3.10.2 The Joint Steering Committee shall be a standing union management committee with a mandate for the following:

3.10.2.1 Performance Appraisal – to oversee the performance appraisal process for all employees as detailed in the attached Appendix VI **Guidelines for the Performance Appraisal of Regular Instructors** and as per Article 15.

3.10.2.2 **Evaluation** – to oversee the evaluation process for all employees as detailed in the attached Appendix VII **Guidelines for the Evaluation of Term and Probationary Regular Instructors** and as per Article 16.

- 3.10.2.3 Evaluation and Appraisal of Instructors with Responsibility Allowances – to oversee the evaluation and appraisal of Instructors with Responsibility Allowances as detailed in the attached Appendix VIII **Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances** and as per Articles 15 and 16.
- 3.10.3 Human Resources, Research and Strategic Services and the Association shall provide assistance to the departments in the administration of forms and procedures for evaluation and performance appraisal. In the event that these bodies are unable to resolve issues arising from the administration of forms and procedures, such issues as shall be referred to the Joint Steering Committee for resolution.
- 3.10.4 The Joint Steering Committee may make recommendations to the parties on matters arising from its mandate outlined above, and shall make recommendations to the parties on issues and procedures referred to it by the bodies pursuant to Article 3.10.3.
- 3.10.5 The Association appointed members of the Joint Steering Committee shall be granted a reasonable period of paid leave in order to carry out their responsibilities.
- 3.10.6 Should the members of the Joint Steering Committee be unable to reach agreement on any of the matters within its purview, the matter shall, upon request of one of the parties, be referred for resolution under the terms of Article 12.9 **Policy Grievance**.

### **3.11 Consultation on Instructional and Administrative Matters**

- 3.11.1 The effective conduct of the College's operation requires the active and continuing participation of the Association.
- 3.11.2 Where not specified in this Agreement, the management of significant matters affecting the development and implementation of the College's operation shall be carried on through consultative processes. "Significant" shall mean matters in any area identified by either party as being significant to it. "Consultative" shall mean processes that involve the serious exchange of information and ideas before action is taken.
- 3.11.3 The Association shall have representation, with vote, on the Operations Council and any similar council established by the College concerning significant instructional or administrative policy matters.

## **4 QUALIFICATIONS, HIRING, APPOINTMENTS AND CHANGE IN TYPE OF APPOINTMENT**

### **4.1 Postings of Available Work**

- 4.1.1 The College will post, in prominent locations, notices of available work in the following circumstances:
  - a) upon establishing the need for a new regular or term appointment, subject to assigning available term work according to Article 4.8.4 **Appointment Sequence**; and



b) upon establishing the need to augment an area's list of potential auxiliary instructors.

4.1.2 The postings will include:

- a) the department, title and area;
- b) a short description of the duties;
- c) a statement of the qualifications required;
- d) for term appointments, the length of the appointment;
- e) the time status of the appointment; and
- f) the start date, deadline for application and other relevant information.

4.1.3 The Area Hiring Recommendations Committees, established per Article 4.3 **Area Hiring Recommendation Committees' Hiring Process**, will be allowed a reasonable length of time to review and/or write a posting which will be forwarded to Human Resources for review.

4.1.4 Except for those permanent regular appointments made pursuant to Article 4.9 **Change in Type of Appointment**, notice of all available regular appointments shall be posted and the Association shall be provided with a copy of the notice at the time of posting.

## 4.2 Applications for Available Regular or Term Appointments or Auxiliary Work

4.2.1 Regular Appointments

4.2.1.1 Upon approval of the Dean/Director, the Department Head will request that Human Resources post the notice of a new regular appointment pursuant to Article 4.1 Postings of Available Work.

4.2.1.2 Except for those permanent regular appointments made pursuant to Article 4.9 **Change in Type of Appointment**, all individuals, including current term and auxiliary employees, must apply for regular appointments, complete the hiring recommendation process and shall require a recommendation from an AHRC as outlined in Article 4.3.3.

4.2.2 Term Appointments or Auxiliary Work

Prior to being offered a term appointment or auxiliary work, all individuals must complete the hiring recommendation process and be recommended by an AHRC. As long as a term employee's name remains on the seniority list as per Article 10.3.2, only one such recommendation per area shall be required for a term appointment or auxiliary work whether one is first listed as an auxiliary or appointed as a term instructor.

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

## 4.3 Area Hiring Recommendation Committees' Hiring Process

4.3.1 An Area Hiring Recommendation Committee (AHRC) will be formed to make recommendations for hiring when there is a need for a new term or regular appointment or when there is a need to augment an area's pool of auxiliary instructors.

#### **4.3.2 Hiring Recommendation Process and Qualifications**

- 4.3.2.1 Each area will develop a hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.
- 4.3.2.2 Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean or Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.
- 4.3.2.3 The revised hiring qualifications in any area shall not apply to:
- a) any existing permanent or probationary regular employee in that area; or
  - b) any term instructors who have held appointments in that area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for instructors covered under Article 4.9.2).
- 4.3.3 For regular appointments, the AHRC will consist of an Instructional Associate, an appropriate Department Head, Coordinator II or delegate and at least one regular instructor from the area. Alternative arrangements may be made with the agreement of the Association and the College.
- 4.3.4 For auxiliary or term instructors, the AHRC will consist of an appropriate Department Head, Coordinator II or delegate, at least one regular instructor for the area and may include an Instructional Associate. Alternative arrangements may be made with the Agreement of the Association and the College.
- 4.3.5 Members of the AHRC will receive orientation and training regarding the hiring recommendation process.
- 4.3.6 The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.3.2 **Hiring Recommendation Process and Qualifications**. Applicants will be advised by the Department Head that it is their responsibility to present all information regarding their qualifications and suitability for the position at the time of application, including original or certified copies of all diplomas, certification and/or degrees.
- 4.3.7 When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.

#### **4.4 AHRC Recommendations**

- 4.4.1 When making recommendations to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Vice President or delegate for approval.
- 4.4.2 From time to time, in situations where it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. In these cases, the individual must be recommended by the Committee within one month of first being employed in order to be eligible for continued or subsequent

employment. The Department Head of the area will be responsible to convene an AHRC for this purpose.

- 4.4.3 From time to time, in situations where it is unavoidable, work may be offered to individuals who do not meet the qualifications for the area. In their initial letter of appointment, the College will inform them that they do not meet the qualifications for the area and therefore do not have the right to have additional work under Article 4.8.4 (3) or change in type of appointment pursuant to Article 4.9 **Change in Type of Appointment**.

#### **4.5 Appointments and Appointment Letters**

- 4.5.1 The College's right to appoint term and part-time regular employees or to employ auxiliary employees is to be exercised only when the nature and requirements of the program or service make it impractical to appoint full-time regular employees.
- 4.5.2 All employees, shall be appointed with a written letter of employment, except as outlined in Article 2.10 **Auxiliary**.
- 4.5.3 Employees who are offered regular appointments shall confirm acceptance by signing and returning one copy of their offer of appointment letter to the College.
- 4.5.4 Employees who are offered term appointments shall confirm acceptance by signing and returning one copy of their initial offer of appointment letter to the College. Subsequent offers of term appointments will be deemed to have been accepted unless the employee concerned duly notifies the College in writing to the contrary within 10 working days of receipt of the offer letter.

#### **4.6 Probationary Instructors**

- 4.6.1 Probationary instructors' appointments to regular instructor status outside of the process outlined in Article 4.9 **Change in Type of Appointment** shall have a one year probationary period as per Article 2.5 **Probationary Regular**.
- 4.6.2 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.
- 4.6.3 The College reserves the right to waive the probationary period requirement of such appointments.

#### **4.6.4 Trial Period**

Except as provided in Article 11 **Reduction, Severance Pay and Recall**, permanent regular instructors who accept an appointment to a different area under this Article shall maintain their permanent regular status but shall be subject to the provisions of Article 16 **Evaluation of Probationary Regular and Term Instructors** as they apply to these positions. At the end of a 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 month's notice.

#### 4.7 Term Appointments

- 4.7.1 In order to be considered for term appointments an employee 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 Employees**.
- 4.7.2 Before any term appointment is made in a department or area, all regular employees who are eligible for recall as per Article 11.6 **Recall** shall be recalled.
- 4.7.3 Term appointments to a maximum of full-time status shall then be offered to interested part-time regular employees within the area concerned on the basis of seniority as defined in Article 10.1 **Definition and Calculation of Seniority**.
- 4.7.4 Part-time regular employees may indicate their interest in term appointments by writing to the appropriate Dean or Director at least one month prior to the commencement of any appointment to which they are entitled. There shall be no entitlement to work in progress.

#### 4.8 Procedures for Term Appointments

- 4.8.1 Interested part-time regular instructors, as per Article 4.7.3, and all term instructors, as per Article 4.8.4 **Appointment Sequence**, shall make up the pool of instructors entitled to the right of first refusal for term appointments for a given area. The names shall be listed in order of seniority. Upon request, the Association shall receive a copy of this list for any area.
- 4.8.2 Term appointments shall be offered to a maximum of full-time to instructors as per Article 4.8.4 **Appointment Sequence**.
- 4.8.3 Term instructors who refuse offers of work shall remain eligible with undiminished rights for subsequent appointments subject to Article 4.8.4 **Appointment Sequence**.

##### 4.8.4 Appointment Sequence

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

- 1) to employees on recall as per Article 11.6 **Recall**;
  - 2) to part-time regular employees as per Article 4.7.3;
  - 3) to term employees who have held term appointments for a minimum of 6 months in the area, on the basis of seniority; then
  - 4) to individuals who have been recommended by an AHRC.
- 4.8.5 Term instructors entitled to right of first refusal for term appointments shall indicate in writing their desire for term appointments in a given area. A generic form for doing so will be developed in consultation with the College and Association. Areas may also develop customized forms in consultation with the College and Association. Completed forms must be submitted to the appropriate Dean or Director and Department Head(s) by May 1 of each year.

- 4.8.6 Instructors have the right to change their appointment requests in writing one month before the assignment begins.
- 4.8.7 When offering term appointments, the College will contact instructors in person, by phone and/or e-mail. Instructors have 24 hours to reply to a direct offer of work made in person or on the phone. Instructors have 48 hours to respond to a phone message or e-mail. If the instructor does not respond within 48 hours, the appointment shall be offered to the next person on the list. These time lines may be shortened if the offering is within one week of the appointment starting. The College will make all reasonable attempts to provide instructors with the maximum response time and to alert instructors to the possibility that an offer exists.
- 4.8.8 In the event of an emergency which occurs within 72 hours of the beginning of an instructor's term appointment and which would prevent the instructor from completing the appointment, the College may offer the replacement appointment in accordance with departmental procedures.
- 4.8.9 Both the College and the instructor shall fulfil their obligation to any current classes. Appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors.
- 4.8.10 After any appointment is complete, instructors retain their right to further appointment subject to Article 4.8.4 **Appointment Sequence**.

#### **4.9 Change in Type of Appointment**

- 4.9.1 **Subject to Article 4.3.4, term** instructors who have held appointments at one-half time or more for at least 380 days within a continuous 24 month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said 380 duty days, provided such instructors have received a successful evaluation in keeping with Article 16 **Evaluation of Probationary Regular and Term Instructors**.
- 4.9.2 In departments or areas where instructors are unable to accumulate 380 duty days within a continuous 24 month period, these instructors shall receive a permanent regular appointment pursuant to Article 4.9.1 where the instructors have undertaken an instructional assignment equal to that of the regular instructional assignment of regular instructor(s) in the department or area.
- 4.9.3 For the purposes of regularization, no instructor may accrue more than 202 duty days in a fiscal year.
- 4.9.4 In the event there is no instructional position available, instructors shall be subject to Article 11 **Reduction, Severance Pay and Recall**.
- 4.9.5 The time-status of regular appointments granted as per Article 4.9.1 shall be equal to the time-status of appointments maintained by the term instructor for at least 380 days within a continuous 24 month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.
- 4.9.6 Part-time regular instructors who have held additional term appointments for at least 380 days within a continuous 24 month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the instructor for at least

380 days within a continuous 24 month period. The increase in time-status shall come into effect on the first of the month following the completion for the said 380 days.

## 5 SALARIES AND ALLOWANCES

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

### 5.1 Per Diem Rate

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

### 5.2 Regular Employees

5.2.1 Full-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in Appendix I **Salary Schedules**. The salary shall be payable as per Article 5.9 **Semi-Monthly Pay Period**.

5.2.2 Part-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in Appendix I **Salary Schedules** on a pro-rated basis. The salary shall be payable as per Article 5.9 **Semi-Monthly Pay Period**.

5.2.3 Regular employees employed for additional duty concurrent with their regular appointment shall be paid at the same step as their current step on Appendix I **Salary Schedules**.

### 5.3 Term Employees

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

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 Appendix I **Salary Schedules** 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 When a term employee's appointment is cancelled for any reason within the first 2 weeks after the initial start date of the appointment, the term instructor will be compensated by being paid out at their step on the salary schedule in Appendix I **Salary Schedules** for those days they were scheduled to work within that first 2 week period.

(See also Article 11.4.1 **Reduction Sequence for Term Employees**)

5.3.5 Term instructors employed for additional duty concurrent with or as an extension of their current appointment shall be paid at the same step as for their current appointment.

## 5.4 Auxiliary Employees

- 5.4.1 Auxiliary instructors who are employed on a full-time basis shall be paid a per diem rate according to Appendix I **Salary Schedules** 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 3 hours per duty day.

## 5.5 Allowances

Annual responsibility allowances are payable to instructors in the following positions in accordance with the rates established in Appendices I-A, B or C **Salary Schedules**:

- Instructional Associates;
  - Department Heads;
  - Assistant Department Heads and Coordinators III; and
  - Coordinators I.
- 5.5.1 Instructors appointed or requested to assume fully the duties of Instructional Associates, Department Heads, Assistant Department Heads or Coordinators on a temporary basis for a period of one month or longer, shall receive the applicable allowance as prescribed in Appendices I-A, B or C **Salary Schedules** 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

(See Appendix XX **Phase Out of Initial Step Placement Cap**)

- 5.6.1 Nothing in this Agreement shall prevent employees from being hired on a salary step above the minimum step or above the step placement granted in Article 5.6.5.
- 5.6.2 Auxiliary employee rates shall normally be based on the minimum step of the salary schedule in Appendix I **Salary Schedules** for the first 19 consecutive assigned duty days and thereafter based on the step which reflects appropriate placement for the 20th and each subsequent day in the same discipline. This does not preclude the initial hiring of auxiliary employees at rates higher than the minimum step of the salary schedule.
- 5.6.3 All employees shall have the right to discuss their initial step placements with the appropriate Vice President or delegate. All employees have the right to have an Association representative present at any discussion.
- 5.6.4 It is the responsibility of newly hired employees to provide evidence of their credentials and experience in support of initial placement to Human Resources at the time of hire. The Dean, Director or Department Head shall advise each newly hired employee to provide their credentials and experience to Human Resources. In the event that a new employee does not provide evidence of

their credentials in support of initial placement within one month of the date of receiving their first appointment letter, then Human Resources will determine the employee's initial step placement on the basis of the evidence provided.

### **5.6.5 Initial Placement Formula**

Provided an employee meets the hiring criteria of their area(s), the following criteria determines the number of steps beyond the minimum step at which employees will be initially placed.

- 5.6.5.1 Based on relevant academic, professional, trades or technical credentials from a recognized institution, step credits will be granted as follows:
  - a) One step for the equivalent of one year or more of full time equivalent study resulting in a Diploma or Certificate(s); or
  - b) 2 steps for a Bachelors level degree, Journeyman Certificate or the equivalent of 3 to 4 years of full time equivalent study resulting in a Diploma; or
  - c) 3 steps for a Masters degree or equivalent; or
  - d) 4 steps for a Doctorate degree.
  - e) The appropriate Vice President will determine the relevancy and equivalency of educational credentials referred to in Article 5.6.5.1.
- 5.6.5.2 One additional step will be granted for the Instructor's Diploma, or its equivalent as specified in Article 5.7.7 Increments and Instructor's Diploma and Article 9.5.
- 5.6.5.3 Based on relevant teaching or work experience, additional step credits will be granted as follows:
  - a) One step for each year of teaching or directly related work experience to a maximum of 5 steps.
  - b) For Article 5.6.5.3 (a), only a full one year equivalency (FTE) will be credited.
  - c) The appropriate Vice President will determine the relevancy and equivalency of teaching and work experience referred to in Article 5.6.5.3.
- 5.6.5.4 Pursuant to Article 5.7.7 Increments and Instructor's Diploma and Article 9.5, employees must have the Instructor's Diploma or equivalent in order to be granted placement at the top step of the salary scale in Appendix I Salary Schedules.
- 5.6.5.5 Notwithstanding Article 5.6.5.4, the appropriate Vice President may grant initial step placement, on an individual basis, upon consideration of special situations not covered by any of the above.



5.6.6 Not more than one step can be credited to an employee for any given calendar year of educational, instructional or industrial experience.

5.6.7 New employees shall receive a written rationale concerning their initial step placement accompanying their letter of initial appointment and the Association shall be copied.

#### **5.6.8 Initial Placement Review**

Should, within 6 months of initial placement, new employees 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 employees may submit any additional information that could affect their initial placement.

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

### **5.7 Increments**

5.7.1 Employees shall advance one step on the salary schedule in Appendix I **Salary Schedules** 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 employees who commenced employment on or before the 15th day of any month shall be the first day of that month; increment dates of employees who commenced employment after the 15th day of any month shall be the first day of the month following.

5.7.2 Part-time service will result in a delay and alteration of the increment dates so that 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 60 or fewer assigned duty days in any fiscal year after the expiration of usable sick leave.

5.7.4 The increment date cannot be advanced.

5.7.5 Service as auxiliary 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 month for each month of absence or any portion thereof exceeding 10 duty days unless employees are absent without pay as per Article 3.2 **Association President**, Article 5.7.6.2 below, Article 8.9.1 **Maternity Leave and Parental Leave**, Article 8.9.2 **Parental Leave**, and Article 8.10.1 **Adoption Leave**.

5.7.6.2 Pursuant to Article 5.7.6.1, increment dates shall not be delayed for such periods, during leaves of absence without pay, when the purpose of the leave is related to the employee's normal duties and responsibilities. Employees 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**

Pursuant to Article 9.5 **Instructor's Diploma or Equivalent**, instructors must complete the "Instructor's Diploma" or equivalent in order to obtain their 4th salary increment from the time they joined the instructional staff or in order to obtain the top step of the salary scale in Appendix I **Salary Schedules**.

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

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

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

5.7.7.2 Instructors who are granted exemptions and who subsequently transfer to an assignment where instruction is the major activity will be required to obtain the Instructor's Diploma or equivalent in order to obtain their 4th salary increment calculated from the date of transfer to the teaching assignment.

### **5.8 Advancement on the Salary Schedule**

5.8.1 When a regular or term employee obtains an academic, professional, trades or technical credential, or equivalent, appropriate to their subject area, and the degree, credential or equivalent has not been credited for initial step placement pursuant to Article 5.6 Initial Placement, the employee may apply to Human Resources to have their step placement reviewed.

5.8.2 An employee will advance 1 step on the salary schedule, in addition to their annual increment provided pursuant to Article 5.7 Increments, provided the employee meets the hiring criteria of their area(s) and subject to the following:

5.8.2.1 It is recommended that employees obtain approval from Human Resources prior to commencing work on a degree or credential to ensure the credential is appropriate to their subject area and will be considered for advancement on the salary scale.

- 5.8.2.2 Based on relevant academic, professional, trades or technical credentials from a recognized institution, credential equivalency will be based on at least one year or more of full time equivalent study resulting in a Diploma or Certificate(s), a Journeyman Certificate, or a Bachelors, Masters or Doctorate degree.
- 5.8.2.3 Employees who obtain the Instructor's Diploma or equivalent will be eligible for either:
- a) advancement of one step pursuant to this Article, provided the employee obtains their Instructor's Diploma or equivalent prior to having their increment level frozen pursuant to Article 9.5, or
  - b) their next increment level pursuant to Article 5.7.7 Increments and Instructor's Diploma and Article 9.5,
- but not both (a) and (b).
- 5.8.2.4 The appropriate Vice President will determine equivalencies and approve advancement on the salary schedule upon receiving proof of completion of an additional degree or advanced credential by the employee. Documentation of an additional degree or advanced credential must be provided to Human Resources.
- 5.8.3 Salary step advancement shall be effective on the first day of the month following the appropriate Vice President's approval of an employee's advanced step placement.
- 5.8.4 The appropriate Vice President may grant advancement on the salary schedule, on an individual basis, upon consideration of special situations not covered by any of the above.

## 5.9 New and Revised Rates – Classifications

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

## 5.10 Semi-Monthly Pay Periods

The College agrees to pay all employees on a semi-monthly pay period (24 pay periods per year). The mid-month payment will be approximately half of the net monthly pay. The end of the month payment will be made not later than the last day of each month. All employees shall be paid by direct deposit.

## **6 ASSIGNED DUTY, WORKING CONDITIONS AND PROFESSIONAL DEVELOPMENT**

### **6.1 Assigned Duty**

6.1.1 The term "assigned duty" refers to the forms of work which are listed below in Articles 6.1.2 and 6.1.3 and which are determined for each instructor under the terms of Articles 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 Articles 6.2.1 and 6.3.1. In the assignment of duties priority shall be given to the instruction of students.

- class instruction
- shop instruction
- lab instruction
- practicum supervision
- clinical placement, supervision and instruction
- library professional services
- seminars as formal group activity
- field studies/trips
- administrative responsibilities for those receiving responsibility allowances
- counselling professional services
- tutorials
- 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 Articles 6.2.1 and 6.3.1.

- student evaluation and/or placement
- marking
- office hours
- provision of information and/or resources to students
- administrative, School or Centre\*, departmental and/or committee meetings
- directing or supervising paraprofessionals and/or support staff
- liaison with industry, community or other agencies
- course, lesson or program preparation and related routine curriculum development work
- development of teaching aids and materials
- previewing and assessing new instructional materials
- other duties agreed to by the department and appropriate Vice President or delegate.

\* Schools and Centres are noted in Appendix II **Areas**

### **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 **Assigned Duty, Working Conditions and Professional Development.**

### **6.3 Hours of Assigned Duty**

- 6.3.1 There shall be a maximum of 25 hours of assigned duty per week for full-time 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 5 hours of assigned duty per day or more than 5 consecutive days of assigned duty per week.
- 6.3.5 Arrangements shall be made for a meal break of one hour duration and for two 15 minute breaks each day. The breaks shall not be included as part of an instructor's assigned duty.
- 6.3.6 The foregoing Articles 6.3.4 and 6.3.5 shall be completed within six and one-half consecutive hours.
- 6.3.7 The provisions of Articles 6.3.4, 6.3.5, and 6.3.6 may be waived with the agreement of the Association and the appropriate Dean or Director.

## **6.4 Scheduling for Instructors**

- 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 Articles 6.2.1 and 6.3.1), professional development, vacation and other leave periods.
- 6.4.1.1 Approval of all such schedules is the responsibility of the appropriate Dean or Director. Consideration shall be given to the commitment of the College, the needs of the department, the desires of the individual and seniority (not listed in order of priority) in determining an instructor's schedule of assigned duty, professional development, vacation and other leave periods.
- 6.4.1.2 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 6.4.1.2 are met.
- 6.4.1.3 Notwithstanding the provisions of Articles 6.3.1, 6.3.4 and 6.3.6 the Department Head, with the approval of the appropriate Vice President or delegate and the majority of the members of the department, may schedule the equivalent of 10 days of assigned duty over 9 days or the equivalent of 5 days of assigned duty over 4 days.

## **6.5 Class Size**

- 6.5.1 The College agrees to make a reasonable effort to maintain class sizes at existing and historical levels and as fixed from time to time by funding formula guidelines.
- 6.5.2 Class sizes determined by the College may be exceeded for the purposes of Article 6.2.4.

## **6.6 Professional Development**

- 6.6.1 Professional development is an employee-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 employee's subject area; or to gain additional knowledge and professional competence in the employee's subject area. The term "Professional Development" allows for different activities among employees, departments and areas as well as for activities not directly or immediately related to the employee's position at the College.
- 6.6.2 Regular and term employees, employed half-time or more, who complete 8 months of any combination of assigned duty, College-paid sick leave and/or short term disability benefits within the fiscal year and providing the employee is fit to return to duty, shall be entitled to professional development, as provided herein. To accommodate the foregoing, the College shall provide to each employee a minimum of 20 working days with pay each fiscal year for professional development purposes.
- 6.6.2.1 The College will provide 15 days of professional development to those employees who have worked half time or more for 7 months but less than 8 months within one fiscal year.

- 6.6.3 The College recognizes that some employees may, pursuant to Articles 6.6.2.1 and 6.6.2.2 above, complete their 7<sup>th</sup> or 8<sup>th</sup> months of any combination of assigned duty in March. In these cases, to accommodate the scheduling, the College shall allow carryover of this Professional Development to the next fiscal year.

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

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

## 7 BENEFITS

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

The above documentation shall also be available to employees upon request through Human Resources.

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

## 7.1 Entitlement to Benefits

### 7.1.1 Regular Employees

7.1.1.1 Permanent regular employees and probationary regular employees 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, Short Term Disability and Accidental Death and Dismemberment, 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, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

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

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

Such benefits will be maintained for employees provided they pay the full cost of the premiums in advance by monthly post-dated cheques according to the terms of the policies. Failure to do so will result in the cessation of benefit coverage.

### 7.1.2 Term Employees

7.1.2.1 Term employees holding a one-year appointment at half time or more are entitled to annual vacation, general holidays, Christmas holiday, sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (except Article 7.13 **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, Short Term Disability, Long Term Disability and Group Life Insurance:
  - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees must immediately apply for coverage under the College's Dental plan.

7.1.2.2 Term employees appointed on the basis of half-time or more and whose appointments span more than a calendar month each but less than one year in length have annual vacation pay, general holiday pay and Christmas holiday pay included within the per diem rate of pay (see Article 5.1 **Per Diem Rate**), sick leave and all health and welfare insurance benefits in accordance with the terms of this Agreement (excepting Article 7.13 **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, Short Term Disability, Long Term Disability, Accidental Death and Dismemberment and Group Life Insurance:
  - effective the first of the month following the day on which they complete 10 months of duty within a consecutive 12 month period at half-time or more. Participation in these plans is mandatory upon eligibility. However, employees may waive participation in the Dental plan provided they have alternate coverage. Should their other dental coverage cease, employees 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 **Per Diem Rate**).

## 7.2 Annual Vacation

### 7.2.1 Number of Vacation Days

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

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

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

7.2.2.2 Pursuant to Article 6.4 **Scheduling for Instructors**, before the start of each fiscal year Department Heads should establish a departmental schedule of each instructors' annual vacation period, with the involvement of the instructors. For this purpose, Department Heads will first identify which of the options referred to in Article 7.2.2.1 is being requested by each instructor; 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 Article 7.2.2.1 above, may be accommodated on the recommendation of the Department Head and with the approval of the appropriate Dean or Director.

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 request to carry over residual vacation days to the following fiscal year should be submitted on or before December 1<sup>st</sup>. Carry over requests will be considered on the basis of the recommendation of the Department Head and with the approval of the appropriate Dean or Director.

**7.2.2.6** A statutory holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

### 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.

\*Note: 3 and 2/3 days = 18.33 hours  
44 days = 220 hours

#### 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 appointments 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 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall be credited with a full credit for that month.

An instructor who commences employment from the 16<sup>th</sup> to the end of the month, shall not be given credit for that month.

An instructor who terminates employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall not be given credit for that month. If an instructor terminates employment from the 16<sup>th</sup> to the end of the month, s/he shall be credited with full credit for that month.

#### 7.2.3.5 Conversion of Vacation Credits

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

#### 7.2.4 Vacation Credit While on Leave

Except for periods of Maternity, Parental or Adoption Leave, provided for in Article 8.9.1 **Maternity Leave and Parental Leave**, Article 8.9.2 **Parental Leave** and Article 8.10.1 **Adoption Leave**, employees who are on leave of absence without pay in one calendar month shall be subject to the following provisions with respect to annual vacation credits:

Period of leave of absence:

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

### 7.3 Statutory Holidays

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

<b>Statutory Holiday</b>	<b>2007–2008</b>	<b>2008–2009</b>	<b>2009–2010</b>
Good Friday	Friday, April 6	Friday, March 21	Friday, April 10
Easter Monday	Monday, April 9	Monday, March 24	Monday, April 13
Victoria Day	Monday, May 21	Monday, May 19	Monday, May 18
Canada Day	Monday, July 2 (in lieu of July 1)	Tuesday, July 1	Wednesday, July 1
B.C. Day	Monday, August 6	Monday, August 4	Monday, August 3
Labour Day	Monday, September 3	Monday, September 1	Monday, September 7
Thanksgiving Day	Monday, October 8	Monday, October 13	Monday, October 12
Remembrance Day	Monday, November 12 (in lieu of November 11)	Tuesday, November 11	Wednesday, November 11
Christmas Day	Tuesday, December 25	Thursday, December 25	Friday, December 25
Boxing Day	Wednesday, December 26	Friday, December 26	Monday, December 28 (in lieu of December 26)
New Years Day	Tuesday, January 1, 2008	Thursday, January 1, 2009	Friday, January 1, 2010

#### **7.4 Observance of Statutory Holidays**

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

#### **7.5 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 statutory 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(s) prior to December 24 shall be deemed to be a holiday(s) in lieu thereof.

#### **7.6 Sick Leave Credit Accrual**

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

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

7.6.2 Employees employed half-time or more shall accrue sick leave credits on a pro-rated basis.

7.6.3 An employee who commences employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall accrue full credit for that month.

An employee who commences employment from the 16<sup>th</sup> to the end of the month, shall not accrue credit for that month.

- 7.6.4 An employee who terminates employment during a period from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, shall not accrue credit for that month. An employee who terminates employment from the 16<sup>th</sup> to the end of the month, shall accrue full credit for that month.
- 7.6.5 When employees 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 Article 8.9.1 **Maternity Leave and Parental Leave**, Article 8.9.2 **Parental Leave** and Article 8.10.1 **Adoption Leave**, employees who are on leave of absence without pay in any one calendar month, shall be subject to the following provisions with respect to sick leave credits:
- Period of leave of absence:
- up to and including 15 calendar days — full credit; and
  - 16 calendar days or more — no credit.
- 7.6.7 Sick leave credits may be accrued to a maximum of 261 working days.
- 7.6.8 Accrued sick leave credit is lost on termination of employment.

## **7.7 Short Term Disability**

### **7.7.1 Sick Leave Advance / Short Term Disability Transition**

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

### **7.7.2 Short-Term Disability Benefit**

(See Appendix XIX **Payment of Premiums During Disability**)

- 7.7.2.1 Short-term Disability 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 \$800 per week;
  - duration of benefit - 52 weeks; and
  - benefit effective - upon expiration of sick leave credit or after 10 working days, whichever last occurs.
- 7.7.2.2 The premium cost of Short-term Disability coverage shall be borne entirely by employees and shall be paid by means of payroll deduction.

### **7.7.3 Long-Term Disability**

(See Appendix XIX **Payment of Premiums During Disability**)

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

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

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

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

## **7.8 Health Insurance**

### **7.8.1 Basic Health Benefits**

The College shall pay 100% of the cost of monthly premiums for employees employed half-time or more. Coverage shall commence at the beginning of the first complete calendar month.

### **7.8.2 Extended Health Benefits** (See Common Agreement, Article 9.2.1(b))

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

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

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

## **7.9 Dental Plan**

(See Common Agreement, Article 9.2.1(d))

- 7.9.1 The College shall pay 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 eligible expenses;
  - b) prosthetics, crowns and bridges (Plan B) paying for 50% of the eligible expenses; and
  - c) orthodontics (Plan C) paying for 50% of the eligible expenses to a maximum of \$2,500 per person.
- 7.9.3 The College will not reduce the benefit entitlements of the insured Dental benefit plan without the approval of the Association.

## **7.10 Compulsory Group Life and Accidental Death and Dismemberment Insurance**

- 7.10.1 The following employees shall participate in the Group Life plan:
- All regular employees shall be covered from the beginning of the first complete calendar month of employment.
  - All term employees who are employed half-time or more shall be covered from the beginning of the first complete calendar month following completion of 10 months of service within a consecutive 12 month period.
- 7.10.2 The College will pay 100% of the cost of monthly premiums for both Group Life Insurance and Accidental Death and Dismemberment Insurance. The Group Life Insurance plan provides a benefit level of 3 times the annual maximum salary of the employee. The Accidental Death and Dismemberment Insurance plan provides a benefit of up to 3 times the annual maximum salary of the employee.
- 7.10.3 An employee who retires at or beyond the age of 55 years and who is in receipt of a pension under the provisions of the *Public Sector Pension Plans Act* shall continue to receive Group Life Insurance coverage in the amount of \$10,000 for a period of 5 years from the date of retirement. The premium cost of the continuing insurance shall be borne by the College.
- 7.10.4 Term employees 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 Employees 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 employees 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, employees who are participating in the group life insurance plan may elect additional Group Life Insurance coverage for themselves and/or their spouses, in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

### **7.12 R.R.S.P. Payroll Deductions**

Employees 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, employees shall absolve the College of any responsibility for such funds following their remittance to the trust company. The College will, on behalf of the employees, remit to a single designated trust company, by the 10<sup>th</sup> of the month following, the funds which have been deducted. It shall be the responsibility of employees to direct the trust company concerning the investment of such funds.

### **7.13 Payment Upon Death**

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

### **7.14 Premium Savings**

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

### **7.15 Group Coverage**

For the purpose of these benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Vancouver Community College Faculty Association, College staff, administrators and other College-related groups, which may include 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 Pension Plan**

(See Common Agreement, Article 10)

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

### **7.17 Employment Insurance**

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



## 8 LEAVES

### 8.1 General Information for Leaves

(See Common Agreement, Articles 7 and 8)

#### 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:

- Article 8.9.1 **Maternity Leave and Parental Leave**;
- Article 8.9.2 **Parental Leave**;
- Article 8.10.1 **Adoption Leave**; and
- Article 8.12 **Renewal Leave**.

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 6.4 **Scheduling for Instructors**.

#### 8.1.2 Return from Leaves

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

#### 8.1.3 Benefits and Entitlements While on Leave

(See Appendix III-B **Summary of Benefits During Leaves**)

##### 8.1.3.1 Seniority

An employee's seniority shall continue to accrue during any period of approved leave.

##### 8.1.3.2 Increments and Benefits During Paid Leave

Employees 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 Increments and Benefits During Unpaid Leave

###### a) Increments

Employees on unpaid leave shall not receive increment entitlement except as provided in Article 5.7.6 **Increments During Leaves**, Article 8.9.1 **Maternity**

**Leave and Parental Leave, Article 8.9.2 Parental Leave and Article 8.10.1 Adoption Leave.**

b) Continuance of Benefits

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

- Up to and including 15 calendar days - all employee benefits continue;
- 16 calendar days or more - no benefits except as provided in Article 8.9.1 **Maternity Leave and Parental Leave**, Article 8.9.2 **Parental Leave**, Article 8.10.1 **Adoption Leave**, Article 8.11 **Retirement Preparation Leave** and Article 8.12 **Renewal Leave**. However, employees on unpaid leave of 16 calendar days or more may, upon approval of the leave and subject to the provisions of Article 7 **Benefits**, opt for the continuance of the following benefits by payment of the necessary premiums and contributions, both employee and employer shares:
  - Article 7.8 **Health Insurance**
    - for Basic and Extended Health Benefits;
  - Article 7.9 **Dental Plan**;
  - Article 7.10 **Compulsory Group Life and Accidental Death and Dismemberment Insurance**;
  - Article 7.7.2 **Short-Term Disability Benefit**
    - for up to 2 months;
  - Article 7.7.3 **Long-Term Disability**; and
    - for up to 2 months
  - Article 7.16 **Pension Plan**.

8.1.4 When employees request, or are requested to take, leave for curriculum development, articulation meetings, seminars, conferences or workshops as part of their assigned duty, such leave may be taken either at or away from the College, but, in either case, such time will not be considered leave of absence from duty.

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

**8.2 Personal Leave**

8.2.1 With the approval of the appropriate Vice President or delegate, an employee 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 2.75 full-time equivalent (FTE) Education Leaves per fiscal year. One full-time equivalent is deemed to represent 12 months of time within a fiscal year.

The joint College and faculty Education Leave Committee shall review and amend, as necessary, the mutually agreed upon process and procedure for making application, including time-lines for both long-term and short-term education leaves which may modify the terms of Articles 8.3.6.5 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 employees 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. The Education Leave Committee shall review and recommend education leave applications, at least once a year, to the appropriate Vice President.

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 employee, and the leave period will count in full for increment purposes.

8.3.5 Employees, within one month of their return to duty from education leave, must submit to the appropriate Vice President satisfactory evidence of having carried out the purposes for which the leaves were granted. In the event of failing to do so, employees 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 4 months to one calendar year shall be considered long-term leaves.

8.3.6.2 In order to be granted long-term education leave, employees must have been permanent regular employees for at least 3 years.

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

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

(a) failing to remain one complete year, they shall refund the full amount paid;

(b) failing to remain 2 complete years, they shall refund  $\frac{2}{3}$  of the amount paid; and

(c) failing to remain 3 complete years, they shall refund  $\frac{1}{3}$  of the amount paid.

- 8.3.6.4 Normally, employees shall not be eligible for subsequent long-term education leaves until a period of 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 6 months prior to the proposed commencement date of the leave. The applicant will receive a preliminary reply at least 4 months prior to the requested commencement date and a final reply at least 3 months prior to it.
- 8.3.7 Short-Term Education Leave
  - 8.3.7.1 Leaves of up to 4 months shall be considered short-term leaves.
  - 8.3.7.2 In order to be granted short-term education leaves, employees must have been permanent regular employees for at least 2 years.
  - 8.3.7.3 Employees undertake to remain in the service of the College for a minimum of one year immediately following return from such leaves and, in the event of failing to do so, shall refund the amount paid to them by the College during the leaves.
  - 8.3.7.4 A request for short-term education leave must be made at least 2 months prior to the proposed commencement date of the leave. The applicant will receive a reply at least one month prior to the requested commencement date.
  - 8.3.7.5 Normally, employees shall not be eligible for subsequent short-term education leaves until a period of 2 years has elapsed since the completion of the previous leave.

#### **8.4 Illness or Injury Covered by Workers' Compensation (Regular or Term Employees)**

- 8.4.1 If an employee is entitled to Workers' Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the employee thus ensuring all employee benefits and pension benefit coverage and, in addition, pay to the employee the difference between the benefit and salary.
- 8.4.2 Any employee absent because of illness or injury covered by Workers' Compensation may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.

#### **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 employee's accrued sick leave credit. See also Article 8.9.1 **Maternity Leave and Parental Leave**; Article 8.9.2 **Parental Leave**; Article 8.10.1 **Adoption Leave** 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 employee

concerned and the corresponding number of sick leave credits shall be restored to that employee.

8.5.3 Any employee 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 employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.

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

## **8.6 Family Illness Leave and Sick Leave for Family Illness**

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

8.6.1 Entitlement for up to 5 days per year of family illness leave is established in Article 7.7 of the Common Agreement. The College may require submission of a certificate from a duly qualified medical practitioner, or recognized equivalent, certifying the illness of the immediate family member. For the purposes of this Article, "immediate family member" shall be defined as per Article 7.1 in the Common Agreement.

8.6.2 The appropriate Dean or Director may approve the use of up to 3 days per year of sick leave to attend to the illness of any other relative if living in the same household. Such approval shall not be unreasonably withheld.

## **8.7 Funeral**

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

## **8.8 Bereavement**

(See Common Agreement, Article 7.6)

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 5 working days, provided the bereaved employee has notified the immediate supervisor. For the purposes of this Article, "immediate family" shall be defined as per Article 7.1 in the Common Agreement.

8.8.2 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**

(See Common Agreement, Article 8)

### **8.9.1 Maternity Leave and Parental Leave**

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

8.9.1.2 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 52 consecutive weeks without termination of appointment. Upon return from

maternity leave, the employee is entitled to assume the instructional position she would have held had the leave not occurred.

- 8.9.1.3 Within the 52 week leave period granted under Article 8.9.1.2, weeks 18 through 52 inclusive shall be considered statutory parental leave.
- 8.9.1.4 The College shall make its premium contributions for Pension, Medical, Extended Health, Group Life and Dental plan insurance in accordance with the provisions of the *Employment Standards Act* for the entire duration of the maternity leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the maternity and parental leaves falling within the time limits prescribed in the *Employment Standards Act* and provided the employee returns to duty at the completion of the maternity leave.
- 8.9.1.5 Employees on maternity leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. Employees 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 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

- 8.9.2.1 For the benefits of the *Employment Standards Act* to apply, employees must ensure that the appropriate certificate indicated in that Act is signed by a duly qualified medical practitioner and submitted to the appropriate Dean or Director.
- 8.9.2.2 The College shall grant parental leave without pay in accordance with the provisions of the *Employment Standards Act* for a period of 37 weeks. This leave must be taken within 52 weeks of the birth of his child. A written request must be submitted no later than 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 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 employee returns to duty at the completion of the parental leave.
- 8.9.2.4 Employees on parental leave may opt for the continuance of Short-term Disability by payment of the necessary premiums. Long-term Disability premiums are paid by the College during the Statutory Period only.

## 8.9.3 Paid Parental Leave (Spousal)

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

## **8.10 Leave for Adoption of a Child**

(See Common Agreement, Article 8)

### **8.10.1 Adoption Leave**

8.10.1.1 An employee applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are employees, only one employee shall be entitled to leave under the provisions of this Article.

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 appointment. Upon return from such leave the employee is entitled to assume the instructional position the employee held at the time of leave.

8.10.1.3 Within the 52 week period granted under Article 8.10.1.2, weeks one through 37 shall be considered statutory parental leave.

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

8.10.1.5 Employees taking adoption leave may opt for the continuance of Short-term and Long-term Disability by the payment of the necessary premiums. Long-term Disability premiums are paid by the College during the *Employment Standards Act* statutory period only. Employees 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 employee shall, upon application to the appropriate Dean or Director, be entitled to 3 days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate.

An employee applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are employees, only one employee shall be entitled to leave under the provisions of this Article.

## **8.11 Retirement Preparation**

8.11.1 In order to allow an employee nearing retirement age to prepare for retirement, and with the approval of the appropriate Vice President, an employee shall be granted a leave of absence of between 3 and 12 consecutive months providing the following qualifications are met:

a) The employee has been a regular employee for a minimum of 5 years;

b) The employee is at least 50 years old;

- c) The employee should be on the maximum salary step, or have 10 years of service; and
  - d) An appropriately qualified replacement employee, if required, is available. The ultimate replacement employee shall be identified and, wherever possible, be at the minimum step of the salary schedule.
- 8.11.2 A maximum of 20 employees shall be granted retirement preparation leave per fiscal year. The procedure for application and allocation shall be as follows:
- 8.11.2.1 Employees shall submit written applications for retirement preparation leave not later than December 31 for the following fiscal year.
  - 8.11.2.2 Should the total number of leaves applied for under Article 8.11.1 exceed the maximum specified in Article 8.11.2, allocation of the 20 retirement preparation leaves shall be on the basis of seniority.
  - 8.11.2.3 Should the maximum allowable number of leaves (20) 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 employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.
  - 8.11.2.4 Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one year. Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.
- 8.11.3 Retirement preparation leave shall be unpaid, but shall carry with it the following benefits:
- Medical, Extended Health, Dental and Group Life benefits;
  - Provided the employee elects to purchase the period of leave for pension purposes and is given permission to do so by the Pension Corporation, the College shall pay its share of pension contributions for the period of leave being purchased;
  - A stipend of \$1,000 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave; and
  - Employees taking retirement preparation leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.
- 8.11.4 Stipulations
- 8.11.4.1 An employee 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 employee 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 employees with an opportunity for renewal, the College shall, with the approval of the appropriate Vice President, grant renewal leaves of between 6 and 12 months, provided the following conditions are met:

- a) the employee is a permanent regular employee at commencement of leave granted hereunder;
- b) the employee should be on the maximum of the salary step, or have 10 years of service;
- c) an appropriately qualified replacement is available to assume the employee's responsibilities; and
- d) the ultimate replacement employee is identified and, wherever possible, shall be at the minimum step of the salary range.

- 8.12.1.1 Employees may apply for renewal leave of less than 6 months. Renewal leaves of less than 4 months must be taken in combination with professional development, vacation or other leaves so that their combined total is at least 4 months. Approval of such applications will not be unreasonably denied.

- 8.12.2 A maximum of 30 employees shall be granted renewal leave per fiscal year. The procedure for application and allocation shall be as follows:

- 8.12.2.1 Employees shall submit written applications for renewal leave no later than December 31 for the following fiscal year.

- 8.12.2.2 Should the total number of leaves applied for under 8.12.1 exceed 30, the allocation of 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 employee submits a written application for the leave a minimum of 3 months prior to the commencement of the leave. Such leaves shall be granted on a first-come, first-served basis.

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

- A stipend of \$1,200 per month for full-time employees and pro-rata for part-time employees and employees on part-time leave.
- Medical, Extended Health, Dental and Group Life benefits.
- Employees taking renewal leave may opt for the continuance of Short-term and Long-term Disability by payment of the necessary premiums.

#### 8.12.4 Stipulations

- 8.12.4.1 An employee on unpaid renewal leave must advise the College, in writing, no later than 2 months prior to expiration of the leave confirming intention to return to duty.
- 8.12.4.2 An employee 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 employee 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

(See Common Agreement, Article 7.9)

- 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 employee, to qualify for permission from the appropriate Dean or Director to be absent with pay, shall produce the summons or subpoena or submit such other evidence showing the necessity for the court appearance.
- 8.13.2 Employees 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

(See Common Agreement, Article 7.10)

- 8.14.1 In order to enable an employee to contest a federal, provincial or municipal election, the College shall grant the employee an unpaid leave of absence for a period of up to 2 months.
- 8.14.2 In the event that an employee is elected to a federal, provincial or municipal office, the employee, upon application, shall be granted an unpaid leave of absence for the term of the political office. The maximum leave the College is prepared to grant shall be 2 consecutive terms of political office

### 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; and
  - 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 College considers the following to be the equivalent of the Provincial Instructor's Diploma:
- valid B.C. Professional Teaching Certificate;
  - VCC's Teaching English to Speakers of Other Languages (TESOL) Diploma (formerly known as Teaching English as a Second Language (TESL) Certificate); and
  - others as determined by the Dean or Director.
- 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; and
  - 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 year's service, instructor's 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 denied their 4<sup>th</sup> increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7 **Increments and Instructor's Diploma**), will be considered "frozen". In any event, instructors will be denied their increment to the top step of the salary scale without the Instructor's Diploma certificate or equivalent and will be considered "frozen" until they complete the Instructor's Diploma or its equivalent. Instructors will be granted the next increment level, effective the first of the month immediately following receipt by Human Resources of reasonable proof of completion of the 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 **Explanation of Seniority Calculations** for examples of seniority calculations. See also Common Agreement.)

### 10.1 Definition and Calculation of Seniority

- 10.1.1 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.
- 10.1.2 Seniority is defined as an instructor's accrued service under the terms of this Agreement and shall be calculated as provided in Article 10.1.3 **Regular Instructors** and Article 10.1.4 **Term Instructors**.
- 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, service as a regular instructor in that fiscal year shall be pro-rated for seniority purposes.
- Laid off instructors who are on recall shall accrue seniority on the same basis as other regular 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 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 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:
- $$\frac{261}{202}$$
- 10.1.4.3 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 **Retention or Loss of Seniority**. Such auxiliary service shall be pro-rated.

## 10.2 Retention or Loss of Seniority

- 10.2.1 Regular and term employees shall retain and accrue seniority while in the employ of the College.
- 10.2.2 Laid off employees who are on recall shall retain and accrue seniority while on the recall list.
- 10.2.3 Term employees shall retain seniority for 24 months from the last day of their employment.
- 10.2.4 Employees who sever employment of their own volition shall forfeit accrued seniority.

### 10.3 Seniority Lists

- 10.3.1 On the basis of Article 10.1 **Definition and Calculation of Seniority** and Article 10.2 **Retention or Loss of Seniority**, a seniority list shall be produced by the College each year. The list shall be updated on April 1 each year and posted within one month. The College shall provide the Association and each department with a copy of the list.
- 10.3.2 The seniority list shall include all regular employees in the employ of the College, including those on the recall list as per Article 11.6 **Recall**. The list shall also include term employees 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 employee, the time-status of the appointment(s), the department or area to which the employee has been assigned, the commencement date of service and the aggregate length of accumulated service in FTE days.
- 10.3.5 Notwithstanding employees' aggregate length of service on the seniority list, Article 11 **Reduction, Severance Pay and Recall** shall take precedence in the reduction of employees.

## 11 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 employees is necessary. Reasons for such employee reduction include:

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

### 11.2 Consultation on Reduction

(See Common Agreement, Article 6.4.2 **Menu of Labour Adjustment Strategies**)

- 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 employees 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.

### 11.3 Advance Notification of Reduction

- 11.3.1 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 **Reduction Sequence** notify the Association and any regular employees 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 employees to the Association regarding their rights under Article 10 **Seniority**.
- 11.3.2 As per Article 22.4 **Early Retirement Incentive and Reduction Sequence**, early retirement incentive offers that may offset the impact of the Article 11.4 **Reduction Sequence** shall be made simultaneously with advance notification.
- 11.3.3 Within one week of their request, employees 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.
- 11.3.4 Consultation between the College and the Association as per Article 11.2 **Consultation on Reduction** shall continue subsequent to any advance notification. Within 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 employees, 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 Employees  
(See also Article 5.3.4 **Term Employees**)  
  
Terminating those on term appointments according to length of service with the College under this Agreement with one month's notice unless they are in the first 10 duty days of the appointment.
- 11.4.2 For Probationary Regular Employees
  - 11.4.2.1 Within one week of having received notice of termination, employees shall identify area(s) to which they wish to be considered for transfer.
  - 11.4.2.2 The College shall reply within one week as to whether or not the employee 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, employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.
  - 11.4.2.4 Transferring probationary regular employees from the specific area to other areas where the duties are within the employees' abilities and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under this Agreement.

11.4.2.5 Terminating those on probationary regular appointments with one month's notice according to length of service with the College under this Agreement.

11.4.3 For Regular Employees

11.4.3.1 Within one month of having received notice of termination, employees shall identify area(s) to which they wish to be considered for transfer.

11.4.3.2 The College shall reply within 2 weeks as to whether or not the employee 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, employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.

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

11.4.3.5.1 Terminating other permanent regular employees with 3 months' notice according to length of service with the College under this Agreement.

11.4.3.5.2 When the College does not issue notice of termination to a permanent regular employee within 3 months of the date of the advance notice issued to that employee pursuant to Article 11.3.1, then the College will withdraw the advance notice issued to that employee.

11.4.4 For Employees Affected by Transfers

11.4.4.1 Probationary and permanent regular instructors displaced by a transferring employee shall be also subject to the provisions of Article 11.2 **Consultation on Reduction**, Article 11.3 **Advance Notification of Reduction** and Article 11.4 **Reduction Sequence**.

11.4.4.2 It is expected that transferring employees 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 employees shall be entitled to severance pay should their employment be terminated by the employer in accordance with Article 11 **Reduction, Severance Pay and Recall**.

11.5.1.2 Instructors who receive permanent regular appointments as per Article 4.9 **Change in Type of Appointment** shall be entitled to severance pay 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 Employees 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.

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

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

## **11.5.2 Calculation of Severance Pay**

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

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

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

## **11.6 Recall**

11.6.1 When the College determines that the number of employees in any specific areas of reduction can be increased, reappointment shall be made from a recall list of regular employees who meet the applicable hiring criteria. Such reappointment shall be based on length of service as per the seniority list in effect at the time of reappointment. Laid off employees who are not eligible to exercise transfer rights, but who meet the hiring criteria for more than one area, may be eligible for recall to any of those areas.

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

11.6.3 To remain eligible for recall/reappointment under this Article, laid-off employees must keep Human Resources informed of their mailing addresses and telephone numbers, promptly report any changes and accept or reject notices of reappointment from the College within 15 days of receipt of such notices. In the event an employee rejects



an offer of reappointment to an area pursuant to Article 11.6.1, all further rights to recall for that area are lost and the employee will be removed from the recall list for that area.

11.6.4 Upon temporary recall or recall/reappointment of an employee by the College, the College shall reinstate accrued sick leave credits and salary step placement as at the time of layoff. Seniority provisions shall be as per Article 10.2.2.

11.6.5 Temporary Recall

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

11.6.5.1 Definition

Temporary recall is the acceptance by employees 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 4 months duration; or
- c) either the same or less time status but of indeterminate length as a result of replacing employees on leave pursuant to Article 8.4 **Illness or Injury Covered by Workers' Compensation**, Article 8.5 **Illness or Injury Not Covered by Workers' Compensation** or Article 8.13 **Jury Duty and Court Appearance**.

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

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

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

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

- 11.6.5.4 Employees who accept offers as per Article 11.6.5.1(c):
- a) may, if their temporary recall appointments are or become periods of 4 months or greater, exercise their recall rights to equivalent time status appointments before completing the classes to which they have been temporarily recalled;
  - b) shall be considered to be on temporary recall without rights to further notice of layoff and a new 2-year recall period until the employees being replaced return to duty or until recall or reappointments become available, whichever occurs first; and
  - c) shall accrue all benefit entitlements and have their period of recall entitlement extended by an amount equal to the period of the temporary recall appointment.
- 11.6.5.5 Employees who have accepted temporary recall appointments of less than 4 months shall not be entitled to notice of layoff from such appointments. Employees will not receive notice if the combination of individual temporary recall appointments exceed 4 months. This is without prejudice to the Association's right to challenge the appropriateness of the term of the individual assignments.

## **12 GRIEVANCE PROCEDURE**

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

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

### **12.2 Pre-Grievance**

- 12.2.1 The aggrieved employee, 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 30 working days of the date on which the incident giving rise to the grievance occurred or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. This stage shall not exceed 7 working days.
- 12.2.2 Any informal resolution of a grievance shall be consistent with this Agreement but shall not be binding on the College, the Association or any other employee.
- 12.2.3 The Association may initiate a grievance concerning any informal resolution.

### **12.3 Stage I**

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

- 12.3.2 This shall be done within 30 working days of the date on which the incident giving rise to the grievance occurred or of the time the grievor could have reasonably been expected to become aware of the incident or within 7 days of receiving a response under Article 12.2.1 above, whichever is later.
- 12.3.3 The written grievance shall state the alleged violation(s) and remedy(ies) sought.
- 12.3.4 This stage shall be considered as the official commencement of the grievance procedure. If the matter is not resolved within 7 working days it may be advanced to Stage II.

#### **12.4 Stage II**

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

#### **12.5 Stage III**

- 12.5.1 Should no settlement be made, the difference may be referred by the grieving party (either the Association or the College) to a single arbitrator whose decision shall be final and binding and enforceable on all parties. Each party shall pay its own expenses and costs of arbitration and one-half of the compensation and expenses of the arbitrator.
- 12.5.2 Notwithstanding the foregoing, the College and the Association may, by mutual consent, waive the provision to refer the grievance to a single arbitrator and elect to take the grievance to an Arbitration Board for final and conclusive settlement. The Arbitration Board shall consist of 3 members. One member is to be appointed by the Association and one member by the College. The third member, who will be the Chair, will be appointed by the other 2. Failing agreement by them within 7 working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any 2 of them, made in writing, shall be final and binding on both parties. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.
- 12.5.3 The arbitration decision shall be made and transmitted to both parties within 15 working days from the date of the appointment of the arbitrator/Arbitration Board Chair.

#### **12.6 Time Limits**

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

## 12.7 Suspension or Dismissal

Any 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 an arbitrator mutually 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 the *Labour Relations Code*.

## 12.8 Layoff, Recall or Severance

Any difference arising between the parties concerning the application, operation or any alleged violations of Article 11.4 **Reduction Sequence**, Article 11.5 **Severance Pay** and Article 11.6 **Recall** shall be settled in accordance with the grievance procedure set forth above, commencing at Stage II. If the grievance is not resolved at Stage II, it may be referred by either party to an arbitrator mutually agreed to by the parties for final and binding determination.

## 12.9 Policy Grievance

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

# 13 SELECTION AND APPOINTMENT OF INSTRUCTIONAL ASSOCIATES, DEPARTMENT HEADS, ASSISTANT DEPARTMENT HEADS AND COORDINATORS

13.1 An Instructional Associate, 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 Instructional Associates, the selection/appointment process shall be by selection committee.

13.1.3 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.

## 13.2 Posting

13.2.1 The appropriate Dean or Director shall initiate the selection/appointment process no less than 8 weeks before the date of vacancy as per Article 13.3 **Terms of Appointment**.

13.2.1.1 The selection/appointment process will commence with a posting for the vacant position. The posting period will be for 6 weeks and will close at 11:55 p.m. on the closing date. A waiver in full, or in part, of the 6 week posting period requires the agreement of the College and the Association.

13.2.2 The posting shall indicate the procedure being used to fill it and the internal or external status of the competition. The posting shall be available in the public area within the department, School or Centre\* and area concerned throughout the process.

\* Schools and Centres are noted in Appendix II **Areas**

13.2.2.1 Prior to the distribution of a job posting, Human Resources shall forward a copy of the posting, including an indication as to whether the posting is to be internal or external, to the Association President for cross referencing against the previous posting for that position. The Association President must respond to Human Resources within 5 working days, if there are any concerns about the posting.

13.2.2.2 Copies of all postings with the attached job descriptions shall be maintained on file in Human Resources for future reference.

13.2.3 Extension of the application deadline shall be at the discretion of the appropriate Vice President for all postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.

13.2.4 Applicants should respond to a posting with a complete vitae. The College shall not be asked to take information from applicants' Personnel Files.

## 13.3 Terms of Appointment

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

### 13.3.1.1 **Choice of Term Cycle**

At least 4 months prior to the end of the current term cycle, departments may choose to change the end date of their term cycle from June 30 to December 31, or vice-versa. Any change in the end date, and the commencement of such a change, shall be determined using the process outlined in Articles 13.4.2, 13.4.3, 13.4.4 and 13.4.5.

- 13.3.2 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators, 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 3.10.2.1.3 **Evaluation and Appraisal of Instructors with Responsibility Allowances** and Appendix VIII **Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances**.
- 13.3.3 In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. At the end of the 3 year term, Instructional Associates shall return to their previous positions as instructors.
- 13.3.4 In the case of Department Heads, Assistant Department Heads and Coordinators, upon satisfactory completion of the probationary period the appointee shall be confirmed for the remainder of the term of appointment. The instructor may be appointed to one further 3-year term, without evaluation, provided the selection/appointment process chosen under the terms of Article 13.4 **Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators** is followed.
- 13.3.4.1 After completing 6 consecutive years as Department Head, Assistant Department Head or Coordinator, instructors shall not be eligible to be appointed to the position they have held for a period of at least 3 years. This provision may be waived for a Department Head, Assistant Department Head or Coordinator in departments or areas of 3 or fewer full-time equivalent instructors.
- 13.4 Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators**
- 13.4.1 Initially, and thereafter as needed, each department or area with more than 3 full-time equivalent instructors shall meet to decide which of 2 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 this Article shall remain in force unless changed by secret ballot of the instructors concerned at a meeting called under the terms of Article 13.4 **Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators**. 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 Association designated Stewards or delegates, who shall be responsible for administering the voting process. When necessary to cover extended shifts, more than one meeting may be called within one department or area.

- 13.4.4 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 3 or fewer full-time equivalent instructors shall only use selection committees.

**13.5 Election Procedures and Procedural Guidelines for the Election of Department Heads, Assistant Department Heads and Coordinators**

The election of instructors to fulfil the responsibilities of Department Head, Assistant Department Head, Coordinator I or Coordinator II shall be conducted as per the procedural guidelines in this 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 5 working days.
- 13.5.2 The posting takes place as per Article 13.2 **Posting**. All timelines may only be waived with the mutual approval of the Association and the College.
- 13.5.3 Within the posting period, the Association shall notify the appropriate Dean or Director of the Steward or delegate who will chair the election.
- 13.5.4 The Chair of the election shall, within the posting period, consult with the department or area members, to set the election, to be held no later than 3 weeks prior to the commencement of an appointment. Two week's notice of the meeting shall be given.
  - 13.5.4.1 The College shall provide clerical support to the election process.
- 13.5.5 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.
- 13.5.6 The Chair shall meet with an Instructional Associate to review the applications in order to ensure that the minimum qualifications for the position have been met.
- 13.5.7 The Chair shall, in writing, advise all instructors concerned of the candidates' names in alphabetical order and that arrangements can be made through the appropriate Dean's or Director's office to make the resumes available for review.
  - 13.5.7.1 All candidates will be notified of the meeting time and that they will have an opportunity to speak for up to 5 minutes.

13.5.8 Election Meeting

13.5.8.1 Candidate resumes will be available at the meeting place for a half-hour prior to the meeting.

13.5.8.2 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.

13.5.8.3 Once the question period has concluded the candidates may offer closing statements of up to 2 minutes.

13.5.9 Voting Process

13.5.9.1 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.

13.5.9.2 Valid ballots shall be marked with the name of the candidate chosen or the word "no" if no candidates are deemed satisfactory; when there is only one candidate, ballots shall be marked either "yes" or "no".

13.5.9.3 Any spoiled or blank ballots shall not be considered valid.

13.5.9.4 Only those eligible as per 13.5.5 above may vote. There is no proxy voting.

13.5.9.5 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 Article 13.5.10)

13.5.9.6 When there are more than 2 candidates and no candidate receives more than 50% of the valid votes cast then the candidate with the least votes is eliminated and another ballot is held.

13.5.9.7 When there are 4 or more candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then the tied candidates are eliminated and another ballot is held.

13.5.9.8 When there are 3 candidates and no candidate receives more than 50% of the valid votes cast and a tie occurs between those with the least votes then another ballot is held with all 3 candidates remaining on the ballot.

13.5.9.9 When there are 2 candidates and both candidates receive the same number of valid votes then another ballot is held; if they remain tied, the meeting shall be adjourned and reconvened at a convenient time as per Article 13.5.8 **Election Meeting** and then Article 13.5.9 **Voting Process**. The Chair shall so advise the Association and the appropriate Dean or Director.

13.5.9.10 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 Article 13.5.10)

13.5.10 The Chair shall only advise the department or area whether the voting process is complete or not.



- 13.5.11 Immediately following the meeting, the Chair shall validate the ballot count with a Steward before destroying the ballots.
- 13.5.12 The Chair shall only advise the appropriate Dean or Director of the name of the successful candidate or if no candidate was successful.

### **13.6 Selection Committee Procedures**

- 13.6.1 When a position has been posted for Instructional Associate and for other positions of Department Head, Assistant Department Head or Coordinator where this method has been chosen, a selection committee shall be formed. All applications will be referred to it. A full job description of the position for which the selection is to be made shall be posted and given to the committee members at the time the committee is struck.
- 13.6.2 Committee members shall be informed at least 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 10 days prior to the interviews and will be given to committee members at least one 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 this Agreement and to determine the application of the procedural guidelines.
- 13.6.5 Overview of the Selection Committee's Work

Selections shall be conducted as per the following procedures:

The committee's work consists of 3 phases:

1) Pre-interview Meeting

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.

After the pre-interview meeting, but before the interview meeting, the faculty selection committee delegates shall seek input about candidates, relative to the job description and posting from appropriate departments' or areas' faculty.

2) Interview Meeting

At the interview meeting, the various short-listed candidates are interviewed by the committee.

3) Decision Process

The process of deciding who is to be selected is undertaken after all of the appropriate candidates have been interviewed.

### 13.6.6 Selection Committee Composition

#### 13.6.6.1 Instructional Associate

The nominee of the College President as Chair; the appropriate Vice President or delegate; \*a regular instructor selected by the Association and 2 regular instructors selected by the instructors.

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

#### 13.6.6.2 Department Head and Coordinator II

An administrator named by the appropriate Vice President; an Instructional Associate in the capacity of Chair; \*a regular instructor selected by the Association who is not an instructor in the School or Centre concerned and 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 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 Assistant Department Head and Coordinator I

An Instructional Associate in the capacity of Chair; the Department Head; \*a regular instructor selected by the Association who is not an instructor in the department concerned and 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 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.

#### 13.6.6.4 Selection of Selection Committee Members

##### Association Delegate

- a) Depending on the position under consideration either the College President or the Dean or Director shall request in writing from the Association President that an Association delegate to the selection committee be appointed. This delegate shall assume the responsibility for conducting a department or area meeting for the selection of an instructor(s) to sit on the selection committee, as per Articles 13.6.6 through 13.6.6.3.
- b) Confirmation of the Association delegate must be forwarded by the Association President to the College President or appropriate Dean or Director in a timely manner. The confirmation letter shall be copied to all constituent groups.
- c) It is the responsibility of the Association President to ensure that the Association delegate understands the meeting rules of order and any other items related to the delegate's duties as outlined in these guidelines.

13.6.6.5 Department or Area Meeting

- a) A meeting shall be convened by the Association delegate after the closing date for applications. The purpose of the meeting is to provide a forum for discussion and to select members from the department or area for service on the selection committee in accordance with this Agreement. As well, alternates for each delegate must be selected. To ensure maximum attendance, the Association delegate shall give 5 working days notice of the meeting in writing to each constituent by delivering this notice through the College mail.
- b) The Association delegate shall chair the meeting. Instructors in a department or area who currently hold term or regular appointments shall be eligible to attend and vote.
- c) Applicants may attend and vote.
- d) Voting is by secret ballot. The person(s) with the greatest number of votes is the selection committee delegate(s); the person(s) with the next greatest number of votes is the alternate(s). The Association delegate must reinforce the principle of confidentiality and state very clearly that all selection committee members must adhere to this principle. The Association delegate shall inform the selection committee chair in writing of the name(s) of the delegate(s) and alternate(s).
- e) If a selected delegate to the selection committee cannot attend the pre-interview meeting or the interview meeting, then the alternate must carry through to the conclusion of the selection committee proceedings. Adequate notice of the selection committee meeting schedules shall be provided to the alternate delegates by the selection committee chair.

13.6.6.6 Chair of Selection Committee

For positions of Coordinators, Assistant Department Heads and Department Heads, the Instructional Associate is selection committee chair.

13.6.6.7 Pre-Interview Meeting

It is the responsibility of the selection committee chair to set up the pre-interview meeting by alerting all members of the selection committee of the time and place and also to follow up with a confirming memo.

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; and

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

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.

#### 13.6.6.8 Short-listing of Candidates

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

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

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 Selection Committee selects a candidate as per 13.6.6.8 (1) then interviewing of candidates on the next short-list shall not proceed.

A secret ballot shall, upon request of any member of the selection committee, be used to determine the short-lists if this appears helpful.

The short-listing of at least one candidate is sufficient for the process to continue.

If at the conclusion of the pre-interview meeting, the delegates determine that there are no applicants who meet the criteria, the chair shall retain all documentation and forward said documentation along with a memo to the College President or appropriate Vice President, indicating that no suitable candidates were found. The memo shall be signed by all selection committee delegates. Minority opinions on the matter, can if so requested by a delegate(s), be forwarded as well.

The College President or appropriate Vice President shall reconvene the selection committee to discuss the non-suitability of applicants.

#### 13.6.6.9 Release of Names

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.

If permission is denied by any short-listed candidate, the candidate's application must be considered as confidential.

Candidate's permission to release their names shall be announced to the selection committee delegates by the chair.

13.6.6.10 Preparation for Interviewing

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

13.6.6.11 After the Pre-Interview Meeting

Within 3 days after the pre-interview meeting, the selection committee chair shall inform all candidates of their status in the competition.

The selection committee chair, pursuant to Articles 13.6.2 and 13.6.3, 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.

The selection committee chair shall make applications and supporting documents available in confidence to committee members at least 10 days prior to the interview and shall give each member a copy of them at least one day prior to the interview.

13.6.6.12 Proceedings at the Interview Meeting

- a) The chair shall welcome the interviewee to the proceedings and introduce each committee member by name and area of representation.
- b) It shall be explained to the interviewee by the chair, that this is a selection committee; but that the candidate, if successful, will be appointed by the appropriate Vice President, Dean or Director.
- c) The selection committee's decision making process shall be explained to the interviewee by the chair.
- d) The interviewee shall be informed that the selection committee process is confidential and under the control of the chair.
- e) The interviewee shall be given an explanation of how the "round-robin" interview process is to take place. That is, each delegate shall be given the opportunity to ask questions as agreed upon at the pre-interview meeting and that there may be a possibility of the committee asking the interviewee to leave the room while the selection committee discusses procedural matters.
- f) Each delegate shall ask their particular set of pre-agreed upon questions, in the same manner, to each interviewee. Some variation in the questioning may be required depending on the background of the interviewee.
- g) Adjunct (connected or follow-up) questions may be asked, but delegates must first seek permission of the chair.
- h) The chair shall ask the interviewee if there are any points that need clarification.
- i) 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.

- j) It is appropriate to discuss procedural questions after each interview if clarification is needed, but discussion of applicants shall not occur between interview sessions.
- k) The above processes are repeated until all the short-listed candidates have been interviewed.

13.6.6.13 Decision Process

13.6.6.13.1 Decision by Majority Vote and Appointment of the Selected Candidate

- a) Normally, there shall be 2 ballots to confirm a committee's selection. After all candidates have been interviewed and prior to any discussion, a secret ballot shall be conducted by the chair. Delegates shall be asked to indicate their choice. The chair shall then count the ballots and indicate the results after every ballot. The ballots are then destroyed. Members may return a blank ballot.
- b) 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.
- c) 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 Article 13.6.6.13.1(v). If there was not a majority vote, then the process proceeds as in the next Article below.
- d) If there was a unanimous first ballot; and after the discussion described in Article 13.6.6.13.1(ii), and all delegates agree the second ballot shall be waived; then the choice for the first ballot shall be selection of the committee.
- e) The chair then terminates this part of the interview process, thanks the delegates and collects all confidential documents. The delegates may keep their summary notes. These are considered confidential and shall be destroyed after the actual appointment is made or the selection committee stands down.
- f) 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 **Appointment Process for both Selections and Elections**, the decision of selection committee.
- g) If the selected person is not appointed, the person responsible for the appointment shall meet with the selection committee to attempt to reach accord as per Articles 13.7.1 and 13.7.2.2.
- h) In instances where the selection committee has selected an applicant who is not currently a member of the Association, the College President or appropriate Dean or Director shall request Human Resources to conduct a thorough reference check (at least 2 references should be contacted). Any concerns shall be brought back to the selection committee.

- i) Upon official announcement of the appointment (by the appropriate Dean/Director, appropriate Vice President or College President or delegate, as appropriate) and the standing down of the selection committee, the actual number of applications for the position shall be released by the chair.

13.6.6.13.2 No Majority Decision Reached or No Candidate Recommended

- a) Split Decision

If after a second vote, the selection committee does not have a majority decision, a second round of discussion and voting is in order. If the third ballot does not result in a majority decision, the chair shall draft a memo to the College President or appropriate Vice President, outlining the split decision and recommending a course of action. All selection committee delegates sign this memo, and the resumes and applications of all short-listed applicants are attached to it.

- b) No Candidate Recommended

Procedure is the same as in Article 13.6.6.13.2(i) above, but a recommendation from the selection committee for another posting (internal, external or both) or another course of action may be included in the memo. The memo is to be signed by all selection committee delegates, with the resumes and applications of all short-listed applicants attached.

- c) Adjournment

In some instances, especially after a lengthy discussion process, the selection committee may suggest an adjournment. If the selection committee determines that it is necessary, the chair shall adjourn the proceedings for not longer than 24 hours. If a weekend is involved, then it would be the next working day in the following week.

- d) Re-interview One or More Candidates

As an alternative to rendering a "split decision" in Article 13.6.6.13.2( i) above or "no candidate selected" decision in Article 13.6.6.13.2(ii) above, the committee may determine that one or more of the candidates should be re-interviewed. If the selection committee so determines, the chair shall arrange a re-interview. At the re-interview, the chair shall explain the reason(s) for the re-interview to the candidate(s) and the interview process shall continue as in Article 13.6.6.12 **Proceedings at the Interview Meeting** above. The outcome of the re-interview shall follow the guidelines described in Article 13.6.6.13 **Decision Process** above.

- e) Position Re-posted

In cases where the selection committee cannot select any applicant and the appropriate Vice President, Dean or Director re-posts the position, it is suggested that the same selection committee continue its function for the second round of applicants as this committee has already gained experience relative to the posting. There are 3 conditions for the continuance of the same selection committee:

- 1) the individual responsible for the appointment wishes to continue with the same selection committee;
- 2) the lapse between the selection committee's recommendation and the posting does not exceed 3 months; and
- 3) the selection committee members or their alternates wish to continue for the second round of interviews.

13.6.6.13.3 Informing Candidates of the Decision

- a) Informing the candidates of the decision to appoint is strictly the obligation of the individual receiving the recommendation (College President, appropriate Vice President or appropriate Dean/Director). All selection committee members must maintain strict confidentiality.
- b) 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.
- c) The appointee shall, at the time of being informed by the College President, appropriate Vice President or appropriate Dean/Director, be instructed to maintain confidentiality of the offer until his/her acceptance has been received by the College and all non-selected candidates have been advised or the appointment is announced by the College.
- d) 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.

**13.7 Appointment Process for both Selections and Elections**

13.7.1 In the case of Instructional Associates, the selection committee will make its selection known to the appropriate Vice President who will make the appointment and advise the College President. In the event that the Vice President is a member of the selection committee, the recommendation for selection will be forwarded to the College President. The committee selection shall be in writing and signed by all committee members who shall each receive a copy thereof. If the Vice President is not willing to appoint the person selected, the Vice President shall meet with the selection committee and an attempt shall be made to come to an agreement. Should agreement not be reached, the position shall be immediately re-posted as per Article 13.2 **Posting**.

13.7.2 In the case of Department Heads, Assistant Department Heads or Coordinators, the selection committee chair or the chair of the election process will inform the appropriate Vice President of the selected 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 **Posting**.

### 13.8 Orientation Leave

- 13.8.1 Instructors when first appointed to positions under the terms of this Article shall receive a minimum of 2 full duty days of paid orientation leave to be taken as close to the commencement of their appointments as possible. Additional leave may be approved upon application.
- 13.8.2 The College and the Association shall co-ordinate the orientation and make every effort to ensure that instructors are oriented to the full range of the required duties and responsibilities of their new positions.

### 13.9 Instructional Load

- 13.9.1 A Department Head normally shall instruct one-half of full-time.
- 13.9.2 An Instructional Associate, Assistant Department Head or Coordinator shall not normally instruct full-time.
- 13.9.3 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13 **Selection and Appointment of Instructional Associates, Department Heads, Assistant Department Heads and Coordinators**, will be made by the appropriate Dean or Director in consultation with the individual involved in order to meet the needs of the School or Centre or department in question.

### 13.10 Acting Capacity

- 13.10.1 When it becomes necessary for the appropriate Dean or Director or their delegate to replace instructors appointed as Department Heads, Assistant Department Heads and Coordinators for periods of up to 3 months, a replacement instructor shall be chosen by secret ballot by those in the area or department holding current term or regular appointments.
  - 13.10.1.1 A Steward or alternate shall chair a meeting for the purposes of voting and shall inform the Association and the College of the result.
- 13.10.2 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 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 3 months the position shall be posted as per Article 13.2 **Posting**.
  - 13.10.4.1 Any such posting shall indicate that the appointment will terminate, given the provisions of the probationary period are satisfied, 3 years after the June 30 or December 31, as appropriate, that follow the appointment.

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

- 13.10.4.2 Notwithstanding Articles 13.10.3, 13.10.4 and 13.10.4.1, when an incumbent has to be replaced for a period longer than 3 months because of illness or other extenuating circumstances, and with the mutual agreement of the Association and the College, a replacement instructor who has been elected under the terms of Article 13.10.1 may continue in the position for additional periods of 3 months without the position being posted. Such agreements shall be reviewed one month prior to the expiry of each 3 month appointment.
- 13.10.5 All service that results from the application of Article 13.10 **Acting Capacity** 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 Instructional Associate, Department Head, Assistant Department Head or Coordinator positions, the position shall be posted as per Article 13.2 **Posting**.
- 13.11.2 If a choice of selection method is necessary and as soon as it is known that such a posting will occur, a Steward or delegate shall initiate the process as per Article 13.4 **Choice of Selection Method for Department Heads, Assistant Department Heads and Coordinators**.
- 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, 3 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 Instructional Associate, Department Head, Assistant Department Head, or Coordinator shall be considered as service as an instructor. The appointment as an Instructional Associate, 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**

"Technological change" is a change in the use of equipment or material which significantly affects the terms and conditions of employment of members of the bargaining unit or alters the basis on which this Agreement was negotiated. Layoffs

caused by budget limitations, decreases in enrollment or elimination of programs shall not be interpreted as being the result of technological change.

#### **14.2 Notice**

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

#### **14.3 Consultation**

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

#### **14.4 Resulting Agreements**

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

#### **14.5 Notice to Employees Affected**

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

#### **14.6 Dispute Resolution**

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

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

- that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
- that the College will not proceed with the technological change, for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;

- that the College re-instate any employees displaced by reason of the technological change;
- that the College pay to any re-instated employee such compensation in respect of his/her displacement as the Arbitration Board considers reasonable; and
- that the matter be referred to the Labour Relations Board per the *Labour Relations Code*.

#### 14.7 Training

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

### 15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR EMPLOYEES

- 15.1 At the request of the appropriate Dean or Director 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 employees, improve the professional competence of employees and maintain a high degree of excellence within the College.
- 15.2 Performance appraisals of permanent regular instructors shall be carried out according to Appendix VI **Guidelines for the Performance Appraisal of Permanent Regular Instructors**.
- 15.3 Performance appraisals of instructors in their roles as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII **Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances** established by the Joint Steering Committee.
- 15.4 In the case of the above employees (Articles 15.2 and 15.3), their performance appraisal reports and development plan shall be included in the Performance Appraisal File of the employee 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 employee concerned, Vice Presidents or their designates, who are not members of the Association. The College shall not release information contained in an employee's Performance Appraisal File to unauthorized individuals without the written consent of the employee concerned.

## 16 EVALUATION OF PROBATIONARY REGULAR AND TERM EMPLOYEES

- 16.1 The performance of probationary regular and term employees shall be evaluated in order to determine their suitability for continued/subsequent employment.
- 16.2 Evaluations of probationary regular and term employees shall be carried out according to the attached Appendix VII **Guidelines for the Evaluation of Term and Probationary Regular Instructors**.
- 16.3 Evaluation of instructors during the probationary period of appointments as Instructional Associates, Department Heads, Assistant Department Heads or Coordinators shall be carried out according to the guidelines in Appendix VIII **Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances** established by the Joint Steering Committee.
- 16.4 The evaluation reports, in writing, and duly signed by the employee and the evaluator, shall be included in the official Personnel File of the employee 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 a) Where there are concerns regarding the performance of a regular instructor, the Vice President, the instructor and a representative of the Association shall meet to discuss the concerns.
- b) Any one of the Vice President, the instructor or the Association representative may request an appraisal using the process established in Appendix VI **Guidelines for the Performance Appraisal of Permanent Regular Instructors** except as amended by Article 17.1(c) and (d) below.
- c) The administration of any questionnaires under this Article will be invigilated by a person mutually agreed to between the Vice President and the Association. Research and Strategic Services will tabulate the data and return copies of the questionnaires and the data summary to the Vice President, the instructor and the Association representative.
- d) The results of such an appraisal will be used by the 3 parties in any problem solving discussions under Article 17.2 and shall not be used for any other purpose.
- 17.2 Prior to referral to a performance review committee, the appropriate Vice President, the instructor and the Association President or delegate, shall meet and endeavour to agree upon a plan of action to remedy the concerns. This stage shall not last more than 5 duty days but may be extended with the mutual agreement of the parties. If agreement is reached, it shall be in writing and signed by all 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 independent observation of the performance of the instructor concerned. Two of the independent observations shall be unannounced and the remainder with 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 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; and
  - Participation in the department, School or Centre and the College.
- 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 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 Evaluation 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**

(See Common Agreement, Article 3.2.6)

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

18.1.1 The College shall advise the employee and the Association in advance that a meeting is intended to be disciplinary or has the potential for discipline 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 College will inform the employee of their right to temporarily adjourn the meeting and to arrange for a witness or a Steward of the Association to be present.

### **18.2 Unsatisfactory Performance**

18.2.1 Suspension or dismissal of a regular employee for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service.

18.2.2 Suspension or dismissal shall only occur after the appropriate Vice President has obtained a report from a performance review committee pursuant to Article 17 **Performance Review Committee**.

### **18.3 Suspension**

18.3.1 In accordance with the *College and Institute Act*, the President may suspend an employee for just cause.

18.3.2 Prior to exercising the power of suspension, the President shall inform both the employee concerned and the Association, in writing, giving the reasons for the suspensions and shall immediately report the action to the College Board.

### **18.4 Dismissal**

18.4.1 The College may dismiss an employee for just cause.

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

### **18.5 Appeal of Suspension and Dismissal**

18.5.1 The employee, in accordance with the *College and Institute Act*, may appeal the suspension or dismissal to the College Board.

18.5.2 The College may pay salary to an employee and continue benefit coverage during a period of suspension. Upon being suspended without pay, the employee 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 employee who alleges wrongful suspension or dismissal shall be entitled to have such grievance settled in accordance with Article 12.7 **Suspension or Dismissal**.

## 19 PERSONNEL FILES

- 19.1 There shall be one official Personnel File maintained in Human Resources for every term and regular employee. Personnel Files shall also be maintained for those auxiliary employees for whom there is documentation pertaining to any matter that is grievable under Article 12 **Grievance Procedure**.
- 19.2 Personnel Files will be kept confidential and access will be limited to the College President, the Associate Vice President Human Resources, appropriate Vice Presidents or their respective designates who are not members of the Association acting on their behalf. The College shall not release information contained in an employee's Personnel File to unauthorized individuals without the written consent of the employee concerned.
- 19.3 During normal working hours and in the presence of the Associate Vice President Human Resources or delegate, every employee has the right of access to their Personnel File alone or accompanied by the President of the Association. Upon request, the employee is entitled to a copy of any material in the Personnel File.
- 19.4 The employee shall be provided, at the time of filing, with a copy of each document that is to be placed in the employee'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 employee as evidence that a copy has been received. The employee's signature does not indicate agreement with the contents of the document.
  - 19.4.2 Refusal on the part of the employee to sign such documents shall not preclude their placement in the Personnel File. In the event of such refusal, the College shall provide the Association with a copy of the document and the Association shall acknowledge receipt.
  - 19.4.3 The appropriate Vice President or delegate shall inform the employee that such material is to be placed in the Personnel File and the employee is entitled to respond, in writing, to documents placed in the Personnel File at the time of filing.
  - 19.4.4 The employee's written response shall be made within a reasonable period after the document has been filed and shall also be placed in the employee's Personnel File.
- 19.5 An employee who disputes any entry on their Personnel File shall be entitled to recourse through the grievance procedure and the eventual resolution shall become part of their Personnel File. Any such disputed document shall be removed from their Personnel File after the expiration of 24 months from the date it was issued provided there has not been a further infraction of a similar nature.



## 20 TRANSFERS AND SECONDMENTS

### 20.1 Temporary Transfer / Secondments

- 20.1.1 Employees who have received an offer of temporary transfer/secondment outside of the bargaining unit shall be, for the period of transfer/secondment, as a minimum, under the terms and conditions of this Agreement except as specified herein.
- 20.1.2 The hours of work may vary from those specified in this Agreement.
- 20.1.3 Employees 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 employee reduction, pursuant to Article 11 **Reduction, Severance Pay and Recall**, the transferred/seconded employee shall be covered by the provisions of Article 11 **Reduction, Severance Pay and Recall**.

### 20.2 Return from Administrative Position

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

## 21 RETIREMENT

- 21.1 Employees shall retire in accordance with the provisions of the *Public Sector Pension Plans Act*. 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 early retirement must be concluded by the instructors with the appropriate Vice President at least 6 months in advance of the applicable retirement date.

For instructors, it is understood and agreed that retirement shall occur no later than the end of the fiscal year in which they attain their 65<sup>th</sup> birthday. (The fiscal year is defined in the *Public Sector Pension Plans Act* as September 1 to August 31.) Arrangements for retirement at the end of the fiscal year in which instructors attain the age of 65 must be concluded by the instructors with the appropriate Vice President at least 6 months in advance of the applicable retirement date.

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

## **22 EARLY RETIREMENT INCENTIVE**

(See Common Agreement, Article 11)

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

### **22.1 Eligibility**

An employee who possesses the following qualifications shall be eligible for an early retirement incentive:

- a) is a permanent regular employee at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of 10 years contributory service under the *Public Sector Pension Plans Act* or as a permanent regular employee 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:

- a) employees with the greater combination of age and seniority; and
- b) in the event that 2 or more employees have the same amount of time remaining prior to retirement, then employees with greater seniority shall be given preference.

### **22.3 Application and Agreement**

- a) Application is voluntary. An employee 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 12 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 employees.
- b) An employee has the right to accept or decline an early retirement incentive offer made by the College within 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 employee's date of retirement shall be effective on a date mutually agreed upon between the employee 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" 11 day credit preserved by some employees) 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 Article 11.4 **Reduction Sequence** through the offering of early retirement incentive to an employee (who qualifies as per Article 22.1 **Eligibility**), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular employee.
- b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3 **Application and Agreement**.
- c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article 11 **Reduction, Severance Pay and Recall** may be given to the affected regular employee while the employee 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 3 instalments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the employee 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 employee, to provide, at the discretion of the retired employee, 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 employee'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 remain outstanding, the remaining funds will be payable as a lump sum to the retired employee in accordance with Article 22.5(a) above.

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 employee 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 pension may obtain Basic Medical, Dental and Extended Health benefit coverage through the Pension Corporation 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 5 years following retirement, provided that:
  - i) written notification of the intent to continue these benefits is provided to Human Resources 6 weeks prior to date of early retirement;
  - ii) the individual maintains B.C. residency; and
  - iii) the participant prepays all premium costs.

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

## **22.7 Financial Counselling**

Each employee 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 3 hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each employee will be free to schedule these consultations in whatever manner is most beneficial or convenient to that employee.

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

## 24 SEXUAL AND PERSONAL HARASSMENT

(See Common Agreement, Article 2)

- 24.1 The parties agree that the College will follow the procedures in Articles 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 23 **Human Rights** in respect of personal harassment. Employees are encouraged to make use of the services and processes available within the College to informally resolve complaints. It is acknowledged that the use of informal services and processes within the College is voluntary.
- 24.2 The procedures in Article 2 **Harassment** of the Common Agreement do not restrict:
- a) the Employer's right to take disciplinary action; and
  - b) the Association's right to grieve such disciplinary action or to grieve an alleged violation of this Article.
- 24.3 The College shall provide all employees a work environment free from sexual and personal harassment. Employees have the right to be free from sexual and personal harassment.
- 24.3.1 As part of its commitment to providing an environment free of sexual and personal harassment, the College will provide the opportunity for all new and existing term and regular employees to attend a workshop on the College Human Rights Policy as part of their assigned duty. All employees are expected to attend this workshop. Failure to attend this workshop will not be advanced as a defence to a complaint of harassment filed against the employee.
- 24.4 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, sexual harassment is defined as follows:
- unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted;
  - unwanted physical contact such as touching, patting, pinching or punching;
  - implied or expressed promise of reward for complying with a sexually oriented request;
  - implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request;
  - the display of pornographic material; or

- remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

24.5 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Human Rights Policy, for the purposes of this Article, personal harassment is defined as follows:

- physical threat, intimidation or assault or unwelcome physical contact such as touching, patting, pinching and punching;
- unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any employees;
- 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 employee's assigned duties; or
- the improper use of power and authority inherent in the position held, to endanger an employee's position, threaten the economic livelihood of the employee or in any way interfere with or influence the career of such an employee.

## **25 PERSONAL HEALTH AND SAFETY**

25.1 No employee 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 employee's personal health and safety.

25.1.1 Where the employee 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 employee and the employee's direct supervisor, or if the matter cannot be resolved to the satisfaction of the employee,
- b) the employee's representative on the appropriate 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 The College shall make all reasonable provision for the occupational health and safety of employees.

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

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

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

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

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

### **25.3 Industrial First Aid Certificate**

- 25.3.1 Where the College requires employees 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 employees shall be granted paid leave to take such training.
- 25.3.2 Where the College requires employees to be designated Industrial First Aid Attendants, the employee shall be paid a stipend in recognition of being a designated Attendant.

### **25.4 Occupational Health and Safety Committee**

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

- 25.4.6 The Occupational Health and Safety Committee will post in each classroom notices regarding emergency procedures and phone numbers.

## **25.5 Health and Safety Apparel and Equipment**

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

## **26 OFFICE SPACE**

The College acknowledges that there is a need for additional office space for employees 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 employee from any liability action arising from the proper performance of duties for the College; and
- b) assume all costs, legal fees and other expenses arising from any such action.

## **28 RIGHTS OF EMPLOYER**

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

## **29 CRIMINAL RECORDS CHECK**

- 29.1 The College will, only with the written authorization of the employee, notify the Association when the College has received notice that a criminal records check reveals that an employee has been charged with or convicted of a "relevant offence" under the *Criminal Records Review Act*.
- 29.2 When a criminal records check has the potential to negatively impact an employee's employment status, the College will advise the employee of their right to Association



representation, and further advise that the employee's written authorization is required to enable Association representation to deal with the potential negative impact on the employee's employment status.

### **30 PROFESSIONAL MEMBERSHIPS / LICENCES**

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

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

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

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

\_\_\_\_\_  
President – Frank Cosco

\_\_\_\_\_  
Board Chair – Mark Stock

\_\_\_\_\_  
Secretary – Virginia Monk

\_\_\_\_\_  
College President – Dale Dorn

\_\_\_\_\_  
Chief Negotiator – Maggi Trebble

\_\_\_\_\_  
Chief Negotiator – Gail Schmalz

\_\_\_\_\_  
Negotiator – Ingrid Kolsteren

\_\_\_\_\_  
Negotiator – Rob Henderson

\_\_\_\_\_  
Negotiator – Rose-Marie Watson

\_\_\_\_\_  
Negotiator – Sandra Bailey

\_\_\_\_\_  
Negotiator – Mark Goertz

\_\_\_\_\_  
PSEA Chair Board of Directors –  
Dr. Nick Rubidge

\_\_\_\_\_  
Negotiator – Karen Shortt

\_\_\_\_\_  
Negotiator – Malcolm Cant

This 1<sup>st</sup> day of April, 2007 in the City of Vancouver in the Province of British Columbia.

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## APPENDIX I-A

### SALARY SCHEDULE AS OF APRIL 1, 2007 (New Appendix)

Step	Annual Salary	Per Diem Annual ÷ 202 Days	Per Diem Hourly* Per Diem ÷ 5 Hours	Semi-Monthly Rate Annual ÷ 24 Pay Periods
1	\$78,729	\$389.75	\$77.9500	\$3,280.38
2	\$74,795	\$370.28	\$74.0560	\$3,116.46
3	\$69,671	\$344.91	\$68.9820	\$2,902.96
4	\$66,819	\$330.79	\$66.1580	\$2,784.13
5	\$64,372	\$318.68	\$63.7360	\$2,682.17
6	\$61,925	\$306.56	\$61.3120	\$2,580.21
7	\$59,477	\$294.45	\$58.8900	\$2,478.21
8	\$57,030	\$282.33	\$56.4660	\$2,376.25
9	\$54,583	\$270.22	\$54.0440	\$2,274.29
10	\$52,135	\$258.10	\$51.6200	\$2,172.29
11	\$49,688	\$245.99	\$49.1980	\$2,070.33

**Notes:** **Semi Monthly Rate** = Annual Salary ÷ 24  
**Per Diem Rate** = Annual Salary ÷ 202 days and **Per Diem Hourly Rate** further ÷ 5 hours  
**Per Diem Hourly Rate\*** = Annual Salary ÷ 202 ÷ 5 hours

**\*Note:** This is used by the Banner System only.

Instructor Responsibility Allowance	Annual	Semi-Monthly
Instructional Associate	6,193	258.05
Department Head	2,836	118.17
Assistant Department Head and Coordinator II	1,824	76.00
Coordinator I	908	37.84

## APPENDIX I-B

**SALARY SCHEDULE AS OF APRIL 1, 2008**  
(New Appendix)

<b>Step</b>	<b>Annual Salary</b>	<b>Per Diem</b> Annual ÷ 202 Days	<b>Per Diem Hourly*</b> Per Diem ÷ 5 Hours	<b>Semi-Monthly Rate</b> Annual ÷ 24 Pay Periods
1	\$80,972	\$400.86	\$80.1720	\$3,373.83
2	\$76,366	\$378.05	\$75.6100	\$3,181.92
3	\$71,134	\$352.15	\$70.4300	\$2,963.92
4	\$68,223	\$337.74	\$67.5480	\$2,842.63
5	\$65,724	\$325.37	\$65.0740	\$2,738.50
6	\$63,225	\$313.00	\$62.6000	\$2,634.38
7	\$60,726	\$300.63	\$60.1260	\$2,530.25
8	\$58,228	\$288.26	\$57.6520	\$2,426.17
9	\$55,729	\$275.89	\$55.1780	\$2,322.04
10	\$53,230	\$263.52	\$52.7040	\$2,217.92
11	\$50,731	\$251.15	\$50.2300	\$2,113.79

**Notes:** **Semi Monthly Rate** = Annual Salary ÷ 24  
**Per Diem Rate** = Annual Salary ÷ 202 days and **Per Diem Hourly Rate** further ÷ 5 hours  
**Per Diem Hourly Rate\*** = Annual Salary ÷ 202 ÷ 5 hours

**\*Note:** This is used by the Banner System only.

<b>Instructor Responsibility Allowance</b>	<b>Annual</b>	<b>Semi-Monthly</b>
Instructional Associate	6,323	263.46
Department Head	2,896	120.67
Assistant Department Head and Coordinator II	1,862	77.59
Coordinator I	927	38.63

## APPENDIX I-C

**SALARY SCHEDULE AS OF APRIL 1, 2009**  
(New Appendix)

<b>Step</b>	<b>Annual Salary</b>	<b>Per Diem</b> Annual ÷ 202 Days	<b>Per Diem Hourly*</b> Per Diem ÷ 5 Hours	<b>Semi-Monthly Rate</b> Annual ÷ 24 Pay Periods
1	\$83,231	\$412.04	\$82.4080	\$3,467.96
2	\$77,970	\$386.00	\$77.2000	\$3,248.75
3	\$72,628	\$359.55	\$71.9100	\$3,026.17
4	\$69,655	\$344.83	\$68.9660	\$2,902.29
5	\$67,104	\$332.20	\$66.4400	\$2,796.00
6	\$64,553	\$319.57	\$63.9140	\$2,689.71
7	\$62,002	\$306.95	\$61.3900	\$2,583.42
8	\$59,450	\$294.31	\$58.8620	\$2,477.08
9	\$56,899	\$281.68	\$56.3360	\$2,370.79
10	\$54,348	\$269.05	\$53.8100	\$2,264.50
11	\$51,797	\$256.43	\$51.2860	\$2,158.21

**Notes:** **Semi Monthly Rate** = Annual Salary ÷ 24  
**Per Diem Rate** = Annual Salary ÷ 202 days and **Per Diem Hourly Rate** further ÷ 5 hours  
**Per Diem Hourly Rate\*** = Annual Salary ÷ 202 ÷ 5 hours

**\*Note:** This is used by the Banner System only.

<b>Instructor Responsibility Allowance</b>	<b>Annual</b>	<b>Semi-Monthly</b>
Instructional Associate	6,456	269.00
Department Head	2,957	123.21
Assistant Department Head and Coordinator II	1,901	79.21
Coordinator I	946	39.42

## APPENDIX II

### AREAS

#### Process for Establishing and Revising Areas

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

<b>Centre for Business Studies</b>	
<b>Departments</b>	<b>Areas</b>
<b>Business Management</b>	<ul style="list-style-type: none"> <li>• Accounting</li> <li>• Transportation Logistics</li> </ul>
<b>Office and Legal Administration</b>	<ul style="list-style-type: none"> <li>• Administrative Assistant</li> <li>• Legal Administrative Assistant</li> </ul>

<b>Design, Technology &amp; Trades</b>	
<b>Departments</b>	<b>Areas</b>
<b>Centre for Design</b>	
<b>Digital Graphic Design</b>	<ul style="list-style-type: none"> <li>• Digital Graphic Design</li> </ul>
<b>Hair Design / Esthetics</b>	<ul style="list-style-type: none"> <li>• Esthetics</li> <li>• Hair Design</li> </ul>
<b>Jewellery Art and Design</b>	<ul style="list-style-type: none"> <li>• Jewellery Art and Design</li> </ul>
<b>Centre for Technology</b>	
<b>Computer Technology (CT)</b>	<ul style="list-style-type: none"> <li>• CT – Accounting</li> <li>• CT – Networking</li> <li>• CT – Programming</li> <li>• CT – Technical</li> </ul>
<b>Drafting</b>	<ul style="list-style-type: none"> <li>• Civil / Structural</li> <li>• Industrial</li> <li>• Steel Detailing</li> </ul>
<b>Electronics</b>	<ul style="list-style-type: none"> <li>• Telecommunications</li> </ul>
<b>Centre for Transportation Trades</b>	
<b>Automotive Collision Repair</b>	<ul style="list-style-type: none"> <li>• Automotive Collision</li> <li>• Automotive Refinishing / Preparation</li> </ul>
<b>Automotive Service Technician</b>	<ul style="list-style-type: none"> <li>• Automotive Service Technician</li> </ul>
<b>Diesel Technician</b>	<ul style="list-style-type: none"> <li>• Diesel Technician</li> </ul>

**Note: The Areas listed in Appendix II are current as of April 1, 2007**

<b>School of Art &amp; Sciences</b>	
<b>Departments</b>	<b>Areas</b>
<b>Basic Education</b>	<ul style="list-style-type: none"> <li>• Basic Education</li> </ul>
<b>College &amp; Career Access</b>	<ul style="list-style-type: none"> <li>• ABE Youth</li> <li>• EEAW &amp; ACE Program</li> <li>• English &amp; Social Sciences</li> <li>• Math &amp; Science</li> <li>• ABE Computer Lab</li> </ul>
<b>Community &amp; Career Education</b>	<ul style="list-style-type: none"> <li>• Food Service Careers</li> <li>• General Skills CACE</li> </ul>
<b>Humanities</b>	<ul style="list-style-type: none"> <li>• Economics</li> <li>• Economics – UT</li> <li>• English Literature / Reading &amp; Study Skills / Writing Skills</li> <li>• English – UT</li> <li>• Law</li> <li>• Psychology</li> <li>• Psychology – UT</li> <li>• Sociology – UT</li> </ul>
<b>Mathematics</b>	<ul style="list-style-type: none"> <li>• Mathematics</li> <li>• Mathematics – UT</li> </ul>
<b>Science</b>	<ul style="list-style-type: none"> <li>• Anatomy &amp; Physiology – UT</li> <li>• Biology</li> <li>• Biology – UT</li> <li>• Chemistry</li> <li>• Chemistry – UT</li> <li>• Physics</li> <li>• Physics – UT</li> </ul>
<b>Visually Impaired</b>	<ul style="list-style-type: none"> <li>• Visually Impaired ABE &amp; PS</li> </ul>

<b>School of Hospitality</b>	
<b>Departments</b>	<b>Areas</b>
<b>Asian Culinary Arts</b>	<ul style="list-style-type: none"> <li>• Asian Culinary Arts</li> </ul>
<b>Baking &amp; Pastry Arts</b>	<ul style="list-style-type: none"> <li>• Baking &amp; Pastry Arts</li> </ul>
<b>Culinary Arts</b>	<ul style="list-style-type: none"> <li>• Chefs</li> <li>• Restaurant Management</li> </ul>
<b>Hospitality Management</b>	<ul style="list-style-type: none"> <li>• Food Service / Restaurant Management – Chefs</li> <li>• Food Service / Restaurant Management – Restaurant Management</li> <li>• Hospitality Management – Accounting</li> <li>• Hospitality Management – Business Communication / Public Speaking</li> <li>• Hospitality Management – Computer Application Software</li> <li>• Hospitality Management – Hotel Management</li> <li>• Hospitality Management – Human Resources Organizational Behaviour</li> <li>• Hospitality Management – Marketing / Law</li> <li>• Hospitality Management – Micro-Economics / Statistics</li> <li>• Hospitality Management Degree</li> </ul>

**Note: The Areas listed in Appendix II are current as of April 1, 2007**



<b>School of Health Sciences</b>	
<b>Departments</b>	<b>Areas</b>
<b>Allied Health</b>	<ul style="list-style-type: none"> <li>• Aboriginal Health Science</li> <li>• Hospital Pharmacy Technician</li> <li>• Occupational Therapy</li> <li>• Pharmacy Technician</li> <li>• Physical Therapy</li> </ul>
<b>Bachelor of Science in Nursing</b>	<ul style="list-style-type: none"> <li>• Nursing</li> </ul>
<b>Continuing Care</b>	<ul style="list-style-type: none"> <li>• Acute Care Skills for HS / RCA</li> <li>• Autopsy Technician</li> <li>• Computer Skills Training (Health Programs)</li> <li>• Home Support / Resident Care Attendant</li> <li>• Human Relations (Communications)</li> <li>• Medical Laboratory Assistant Electrocardiography</li> <li>• Medical Laboratory Assistant Venipuncture</li> </ul>
<b>Certified Dental Assisting / Dental Reception Coordinator</b>	<ul style="list-style-type: none"> <li>• Certified Dental Assisting</li> <li>• Certified Dental Assisting (Distance Delivery)</li> <li>• Certified Dental Assisting – Registered Dental Hygenist</li> <li>• Dental Reception Coordinator</li> </ul>
<b>Dental Hygiene</b>	<ul style="list-style-type: none"> <li>• Behavioural and Biomedical Sciences</li> <li>• Clinical Dentistry</li> <li>• Dental Hygiene</li> <li>• Dental Hygiene Distributed Learning</li> </ul>
<b>Dental Technology</b>	<ul style="list-style-type: none"> <li>• Biological Sciences</li> <li>• Business Management for Dental Programs</li> <li>• Clinical Dentistry</li> <li>• Dental Technician</li> <li>• Denturist</li> </ul>
<b>HealthCare Communication Management</b>	<ul style="list-style-type: none"> <li>• Basic Medical Terminology</li> <li>• Computer Training for Nursing Unit Clerk</li> <li>• Human Relations</li> <li>• Medical Office Assistant</li> <li>• Medical Transcriptionist</li> <li>• Nursing Unit Clerk</li> </ul>
<b>Practical Nursing</b>	<ul style="list-style-type: none"> <li>• Practical Nursing</li> </ul>

**Note: The Areas listed in Appendix II are current as of April 1, 2007**

<b>School of Language Studies</b>	
<b>Departments</b>	<b>Areas</b>
<b>ASL &amp; Deaf Studies</b>	<ul style="list-style-type: none"> <li>ASL &amp; Deaf Studies</li> <li>Public Speaking</li> </ul>
<b>Deaf &amp; Hard of Hearing</b>	<ul style="list-style-type: none"> <li>ASL for Deaf &amp; Hard of Hearing</li> <li>English / Numeracy Upgrading</li> <li>Job Readiness</li> <li>Speechreading / Oral Language</li> </ul>
<b>English Language Skills</b>	<ul style="list-style-type: none"> <li>ESL</li> </ul>
<b>ELSA</b>	
<b>International Education</b>	
<b>Outreach</b>	
<b>Professional &amp; Career English</b>	
<b>College Preparatory English</b>	
<b>College Preparatory English</b>	<ul style="list-style-type: none"> <li>UT – ESL</li> </ul>

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

<b>Instructional Service Departments</b>	
<b>Departments</b>	<b>Areas</b>
<b>Counselling</b>	<ul style="list-style-type: none"> <li>Counselling</li> <li>Disability Counselling</li> </ul>
<b>Library Public Services</b>	<ul style="list-style-type: none"> <li>Library Public Services</li> </ul>
<b>Library Technical Services</b>	<ul style="list-style-type: none"> <li>Library Technical Services</li> </ul>
<b>Library Systems</b>	<ul style="list-style-type: none"> <li>Library Systems</li> </ul>
<b>Learning Centre</b>	<ul style="list-style-type: none"> <li>Learning Centre</li> </ul>

<b>School of Music</b>	
<b>Departments</b>	<b>Areas</b>
<b>Music</b>	<ul style="list-style-type: none"> <li>Academic – Bachelor of Applied Music</li> <li>Academic – Music Diploma</li> <li>Ensembles – Bachelor of Applied Music</li> <li>Ensembles – Music Diploma</li> <li>Individual Instruction (Instrument / Vocal) – Bachelor of Applied Music</li> <li>Individual Instruction (Instrument / Vocal) – Music Diploma</li> <li>Orff Teacher Training</li> <li>Skills – Bachelor of Applied Music</li> <li>Skills – Music Diploma</li> </ul>

**Note: The Areas listed in Appendix II are current as of April 1, 2007**

## APPENDIX III–A

## SCHEDULE OF BENEFIT PARTICIPATION

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

Legend: ✓ Eligible    X Not Eligible

## Footnotes:

- 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 10 months of service in a consecutive 12 month period at half time or more
- 5 – Optional benefit, available only if covered under Group Life Benefits

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

## APPENDIX III–B

## SUMMARY OF BENEFITS DURING LEAVES

	Seniority Accrual	Increment Accrual	Health, Dental & Life Insurance	Vacation Accrual	Sick Leave Accrual	STD/LTD <sup>2</sup>
Paid Leaves 1	✓	✓	✓	✓	✓	✓
Maternity and Parental Leave	✓	✓ Up to 104 weeks	✓	✓ Up to 104 weeks	✓ Up to 104 weeks	✓
Parental Leave/ Adoption Leave	✓	✓ Up to 89 weeks	✓	✓ Up to 89 weeks	✓ Up to 89 weeks	✓
Renewal Leave/ Retirement Preparation Leave	✓	X	✓	X	X	✓
Association Business e.g. President Release	✓	✓	✓	✓	✓	✓ <sup>3</sup>
Other Unpaid Leaves e.g. Political, Personal	✓	X Unless leave is 10 days or less	✓ <sup>3</sup>	X Unless leave is 15 days or less	X Unless leave is 15 days or less	✓ Up to 2 months only
Short-Term Disability	✓	✓ For first 60 days	✓	X	X	✓
Long-Term Disability	✓	X	✓	X	X	✓
Part-Time Leaves	✓	✓ <sup>4</sup>	✓ <sup>5</sup>	✓ <sup>4</sup>	✓ <sup>4</sup>	✓

Legend: ✓ Eligible    X Not Eligible

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

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

Check with the VCCFA Office or Human Resources

**Footnotes:**

- 1 – Examples: Education Leave, Sick Leave, Funeral, Bereavement, Jury Duty, Parental (as defined in Article 8.9.3 **Paid Parental Leave (Spousal)**) and Sick Leave for Family Illness.
- 2 – In order to be eligible for STD, an employee must be making premium contributions at the time of disability. Disability payments for both STD and LTD are based on the employee's salary at the time of disability.
- 3 – For such unpaid leaves which are longer than 15 days, the employee 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 employees.
- 4 – Benefit is prorated.
- 5 – If employee continues to work half-time or more during leave, Employer pays premiums. If employee is working less than half-time during leave, employee must pay full premiums in order to maintain benefit.

## APPENDIX IV

### EXPLANATION OF SENIORITY CALCULATIONS

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

#### 1. FOR REGULAR 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 shall have their service pro-rated.

Example 1

Jane is a full-time regular instructor who has been hired as of September 4, 2007. For the period from September 4, 2007 to March 31, 2008 Jane's seniority will be:

$$7 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = 152.25 \text{ days}$$

Rounded off = 152 days

Example 2

Jean is a part-time (75%) regular instructor who has been hired as of October 18, 2007. For the period from October 18, 2007 to fiscal year end March 31, 2008 Jean's seniority will be:

$$5.459 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = 118.62 \text{ days}$$

Rounded off = 119 days

- C. Laid off instructors who are on recall shall retain and accrue seniority on the same basis as other regular instructors. See A. above.

## 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:

Term appointments, expressed in duty days, will be prorated to a full-time equivalent (FTE) amount of duty days. This amount will be multiplied by a ratio of 261 days of service per year divided by the maximum number of duty days per year (202) as follows:

$$\text{FTE TOTAL} \times 261 \div 202 = \text{DAYS OF SERVICE}$$

### Example 1

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

$$\begin{aligned} 90 \text{ FTE total} \times 261 \div 202 &= 116.28 \text{ days of service} \\ \text{Rounded off} &= 116 \text{ days} \end{aligned}$$

### Example 2

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

$$\begin{aligned} 200 \text{ FTE total} \times 261 \div 202 &= 258.41 \text{ days of service} \\ \text{Rounded off} &= 258 \text{ days} \end{aligned}$$

### Example 3

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

$$\begin{aligned} 4 \text{ FTE days} \times 261 \div 202 &= 5.16 \text{ days of service} \\ \text{Rounded off} &= 5 \text{ days} \end{aligned}$$

## 3. FOR AUXILIARY WORK

All auxiliary work concurrent with and following an instructor's first appointment will be prorated 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 appointment (180 days  $\div$  2 = 90 FTE total). She is called for part-time subbing (at the minimum call out of 3 hours) 20 times (20  $\times$  3 = 60.0 hours  $\div$  5 hours per duty day = 12 FTE total). Joan will be credited with:

$$\begin{aligned} 102 \text{ FTE total} \times 261 \div 202 &= 131.79 \text{ days of service} \\ \text{Rounded off} &= 132 \text{ days} \end{aligned}$$

### Example 2

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

$$\begin{aligned} 110 \text{ FTE total} \times 261 \div 202 &= 142.12 \text{ days of service} \\ \text{Rounded off} &= 142 \text{ days} \end{aligned}$$

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

## APPENDIX V

### PROFESSIONAL DEVELOPMENT PAY CALCULATION

For Employee "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%
<b>TOTAL</b>		<b>83.75%<sup>1</sup></b>

**Footnotes:**

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

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

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

## APPENDIX VI

### GUIDELINES FOR THE PERFORMANCE APPRAISAL OF PERMANENT REGULAR INSTRUCTORS

#### 1 Performance Appraisal Criteria

##### 1.1 Contribution to Students

- 1.1.1 Each student is treated with demonstrated respect and genuine interest.
- 1.1.2 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, School or Centre and 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" will be set according to departmental, School or Centre and College norms, goals and objectives.
- 1.4.2 In their relationship with students and in their assigned duties and College activities, instructors should make a continuing contribution to the objectives of the department, the School or Centre and the College.

## **2 Methods of Performance Appraisal**

- 2.1 Instructors may make a submission to the appropriate Dean or Director and the Association regarding alternate appraisal instruments and the application of these instruments in their departments or areas.
- 2.2 Based on criteria described in these Guidelines and subject to the approval of the appropriate Dean or Director and the Association, performance appraisal shall be based on information gathered through a combination of at least 2 of the following methods:
- Questionnaires filled in by the students;
  - Observations of performance by Department Heads or designated alternates;
  - Self appraisal;
  - Observations of performance by colleague(s); or
  - Approved alternate appraisal instrument.
- 2.2.1 Departments or areas where instruction is the major activity must select "Questionnaires filled in by the students" as one appraisal method for its 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 appropriate Dean or Director and the Association for exemptions from this provision.
- 2.3 New departments, or those who wish to change their method of appraisal will, by majority secret ballot of the permanent regular instructors within the department, select which of the appraisal methods described in Point 2.2 its members will 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.
- 2.4 In departments or areas with fewer than 5 permanent regular instructors, the instructors may not choose the appraisal method of "Observations of Performance by Colleagues".
- 2.5 All new procedures and instruments of performance appraisal shall be approved by the Joint Steering Committee before being implemented. Such approval shall not be unreasonably denied.

## **3 Frequency of Appraisals**

- 3.1 All permanent instructors will be appraised only once every 4 years.
- 3.2 IRA's returning to instructional duties will not be appraised for at least 2 years following their return as a non-IRA.

#### **4 Facilitation of Performance Appraisal**

- 4.1 Each year departments or areas will select at least 25% of their instructors for performance appraisal and submit the instructors' names to Human Resources by January 31. Human Resources will provide an appraisal package to the selected instructors. Instructors will complete the appraisal in accordance with the following. In consultation with their Department Head, the instructor will prepare an individual development plan in consideration of the appraisal results.
- 4.2 When questionnaires are used, instructors will leave the classroom while their students complete the questionnaire. Completed student questionnaires will be forwarded by the instructor to Research and Strategic Services for tabulation. Where the questionnaires and/or questionnaire data requires translation, Research and Strategic Services will arrange for professional translation services for the facilitation of the performance appraisal. Research and Strategic Services will tabulate the data and return the questionnaires and the data summary to the instructor.
- 4.3 If "Self Appraisal" is the method of appraisal selected, the instructor being appraised will complete a self appraisal instrument which is referenced to the relevant criteria of Point 1.0 and which will include comparison with an objective standard.
- 4.4 If "Observation of Performance by the Department Head or Alternate" is the method selected, they will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0.
- 4.5 If "Observation of Performance by Colleague(s)" is the method selected, the colleague(s) will complete an observational performance appraisal instrument which is referenced to the relevant criteria of Point 1.0
- 4.6 The instructor will then prepare a performance appraisal report which indicates the instructor's areas of strength, areas for development and will include an individual development plan. The instructor, together with the Department Head, will review the materials and discuss the report. All appraisals and data reports will be handled and stored in accordance with Articles 15.4 and 15.4.1.
- 4.7 All reports, data and documents arising from the appraisal process shall be kept confidential by those involved.

#### **5 Monitoring**

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

## APPENDIX VII

### GUIDELINES FOR THE EVALUATION OF TERM AND PROBATIONARY REGULAR EMPLOYEES

(Pursuant to Article 16 **Evaluation of Probationary Regular and Term Employees**)

#### **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 Point 2 of these Guidelines.

#### **2 Criteria for Evaluation**

##### **2.1 Contribution to Students**

- 2.1.1 Each student is treated with demonstrated respect and genuine interest.
- 2.1.2 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, School or Centre and 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, School or Centre and College norms, goals and objectives.

2.4.2 In their relationship with students and in their assigned duties and College activities, instructors should make a continuing contribution to the objectives of the department, the School or Centre and the College.

## **3 Methods of Evaluation**

3.1 The evaluation process shall use 2 methods:

3.1.1 Questionnaires filled in by 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 II's or Assistant Department Heads.

## **4 Joint Steering Committee**

4.1 The methods listed in Point 3 above shall be applied through procedures and instruments, which have been approved by the Joint Steering Committee. The College will provide professional translation services where necessary for the development and processing of student questionnaires.

4.2 The Joint Steering Committee shall be responsible for approving the procedures and instruments of evaluation. Master copies of each department or area's evaluation instruments shall be maintained in the offices of Human Resources.

4.3 The Joint Steering Committee shall follow fair and consistent principles for the evaluation of term and probationary instructors. The Joint Steering Committee shall be involved in the clarification of procedures but not in the monitoring of departmental and area processes.

4.4 Instructors may make submissions to the Joint Steering Committee regarding the evaluation instruments and their application in their department or area.

- 4.5 The Joint Steering Committee may make revisions to these Guidelines. The Joint Steering Committee shall notify the College and the Association of any revisions it makes.

## **5 Orientation, Frequency and Timing of Evaluation**

- 5.1 Evaluations shall be initiated by the responsible Department Head, Assistant Department Head where so delegated or Coordinator II. This person is designated as the "evaluator". Every effort should be made to maintain the same evaluator throughout the entire process of each evaluation.
- 5.2 At the beginning of the probationary period or the term 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 these Guidelines for evaluation and for the applicable evaluation process and shall explain these to the instructor to ensure that they are understood.
- 5.3 The frequency and timing of the evaluation shall be as follows:
- 5.3.1 For probationary regular and term instructors, half-time or more on term appointments exceeding 8 months, the evaluation process referred to in Point 3.1 shall be completed before the mid-point of the term appointment or of the probationary period. Should the first evaluation show the need for improvement, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.
- 5.3.2 For term instructors, half-time or more, on term appointments of less than 8 months, the evaluation process as referred to in Point 3.1 shall be completed no later than 6 months into a period of appointment or 6 months into a period of cumulative appointments. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
- 5.3.3 For term instructors less than half-time, the evaluation process as referred to in Point 3.1 shall be completed within the first 60 accumulated duty days of employment with the College. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in Point 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
- 5.3.4 When necessary, the evaluator shall alert the term or probationary regular 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.
- 5.3.5 For the purpose of evaluation, instructors appointed for curriculum development will have the time period in Points 5.3.1, 5.3.2, 5.3.3 commence upon the instructors undertaking non-curriculum development duties.
- 5.3.6 Within any 2 year period, term or probationary instructors who have achieved 2 successful evaluations within a department or area are deemed to have completed the evaluation process. If, because of transfers or discontinuous employment, further

evaluations are required then following any 2 successful evaluations, term instructors shall be evaluated once every 3 years.

- 5.3.6.1 A term instructor will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer before regularization.

## **6 Summary of Evaluator's Responsibilities**

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

## **7 Invigilators**

- 7.1 The department or area concerned shall democratically decide upon the method, election or selection, of choosing those regular instructors who will be asked to administer questionnaires. This decision shall include the term, the number of invigilators, etc. The selected invigilators shall have no other role in the evaluation process and understand the limits of their task. Wherever possible they will be asked to "switch" their class with the instructor being evaluated for the time when the questionnaires are being completed. In unusual situations a request for release time may be made to the appropriate Dean or Director. Such requests will not be unreasonably made or denied.
- 7.2 The invigilators shall only be selected from those who have accepted such nomination.

- 7.3 The invigilators shall carry out their functions for a period determined by the instructors as per Point 7.1, which shall not exceed 3 years. One month prior to the expiry of their terms, or in the event of an invigilator withdrawing from these functions, the process of selection shall be re-initiated.
- 7.4 Upon selection of invigilators, the Department Heads shall inform the employees in their Department and Human Resources of the names of the selected invigilators. Department Heads shall ensure that the invigilators are advised of the limits of their responsibilities, the necessity for confidentiality and the procedures for handling student questionnaires.
- 7.5 If an invigilator is unable to fulfill their responsibilities, the Department Head will seek approval from their Dean or Director for an alternate invigilator. The Dean or Director will obtain agreement from the Association prior to approving the alternate.

## **8 Handling of Student Questionnaires and Questionnaire Data**

### **8.1 Initiation and Confidentiality**

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

### **8.2 Questionnaire Completion**

- 8.2.1 The evaluator shall give the package to the invigilating instructor and make arrangements for its secure delivery to Research and Strategic Services immediately upon completion or, if that is not possible because of scheduling difficulties, its secure storage until delivery at the first opportunity.
- 8.2.2 The instructor being evaluated shall not be in the room while questionnaires are being distributed, completed and collected.
- 8.2.3 Invigilating instructors shall explain the process and forms to the students. They shall explain that students are not to identify themselves. They may answer clarification questions but shall not influence the students in any way.
- 8.2.4 They shall ensure that students are filling out the questionnaires in a manner that will allow them to be read by the scanning device. They should make prior arrangements to ensure that students will have adequate time and adequate materials (paper/pencils) to complete the forms.
- 8.2.5 When the questionnaires are completed the students will place them in the envelope provided. The invigilator shall seal the envelope and return it to the evaluator as soon as possible.
- 8.2.6 Invigilator instructors must keep all proceedings, both verbal and written, confidential.

### **8.3 Data Processing**

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

### **9 Handling of Data Obtained Through Observation of Performance**

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

### **10 Evaluation Reports**

- 10.1 Based on the data gathered under Point 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.
- 10.2 The instructor being evaluated may, upon request, have the evaluator review the questionnaires and confirm that the results correspond with the completed form received from the neutral processor. After this viewing, they shall be resealed and kept by the evaluator as per Point 8.3.3.
- 10.3 The form of the report shall conform to the Joint Steering Committee approved instrument.
- 10.4 The report with recommendation shall be submitted to the appropriate Vice President or delegate for approval and decision pursuant to Article 16.1 of the Agreement. In cases where there is a follow-up observation and a subsequent evaluation report as per Points 5.5.3 and 5.3.4 of these Guidelines, the decision shall be reserved until all reports have been submitted. All reports shall be placed in the instructor's Personnel File under the terms of Article 16.4 of the Agreement.



## **APPENDIX VIII**

### **GUIDELINES FOR THE EVALUATION AND APPRAISAL OF INSTRUCTORS WITH RESPONSIBILITY ALLOWANCES**

#### **GUIDELINES FOR EVALUATION OF INSTRUCTIONAL ASSOCIATES** (Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

#### **1 Orientation and Timing**

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

#### **2 Criteria for Evaluation**

##### **2.1 Contribution to Learning Environment**

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

##### **2.2 Contribution to Department Heads, Assistant Department Heads and Coordinators**

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

##### **2.3 Contribution to Faculty and Staff**

- 2.3.1 Assists and supports staff and faculty professional development;
- 2.3.2 As appropriate, supports faculty and staff in their work;
- 2.3.3 Assists in keeping departments and/or programs informed about College developments; and

- 2.3.4 Informs Dean(s) and Directors, as appropriate, of emerging program, faculty, staff and student needs .

## **2.4 Leadership**

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

## **2.5 Coordination and Process**

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

## **2.6 Planning and Development**

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

## **2.7 Contribution to College and Community**

- 2.7.1 Maintains effective liaison with other Instructors with Responsibility Allowance throughout the College and with College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;
- 2.7.4 As appropriate, represents Schools, Centres and programs effectively; and
- 2.7.5 Initiates and maintains good public relations for the College, as appropriate, and for Schools, Centres and programs relevant to the position.

## **3 Evaluation Process**

- 3.1 For an Instructional Associate, the evaluation process will be initiated and administered by an appropriate Dean or Director. The evaluation process will be supported by Human Resources and Research and Strategic Services. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
  - 3.2.1 All Department Heads, Assistant Department Heads and Coordinators within the appropriate cluster of programs and services, as well as all Deans and Directors in the cluster will be included (except for the Dean or Director who will be writing the evaluation report).
  - 3.2.2 The Instructional Associate will also provide a list of employees from other areas of the College that they wish to have included.
  - 3.2.3 The College may suggest a list that would be appropriate for Instructional Associates to consider for inclusion.
- 3.3 Research and Strategic Services will tabulate the responses to the questionnaires and forward the tabulated results to the Instructional Associate. A copy of the tabulated results will also be sent to the Dean or Director who will be writing the evaluation report and the 2 parties will meet to discuss the results.
- 3.4 The Dean or Director will make a recommendation as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.3.3 and provide a rationale when an evaluation is deemed unsatisfactory.
- 3.5 The Instructional Associate may prepare a response or commentary on the results and recommendation.

## **4 Evaluation Report**

- 4.1 The tabulated results, any response or commentary by the Instructional Associate, and the recommendation of the Dean or Director will form the evaluation report. It shall be

signed by the Dean or Director and the Instructional Associate and shall be included in the Instructional Associate's official Personnel File. The Instructional Associate's signature only indicates evidence of the report having been read.

- 4.2 The Dean or Director who has written the recommendation will forward the evaluation report to the appropriate Vice President. The Vice President or delegate will consider the evaluation report in determining whether the Instructional Associate is confirmed for the remainder of the term of appointment pursuant to Article 13.3.3. The Vice President will provide a written rationale when the evaluation is deemed to be unsatisfactory.
- 4.3 Instructional Associates will be deemed to have received a satisfactory evaluation if an evaluation has not been completed within the first year of their appointments.

## **5 Joint Steering Committee**

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

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

**GUIDELINES FOR EVALUATION OF DEPARTMENT HEADS,  
ASSISTANT DEPARTMENT HEADS OR COORDINATORS II**  
(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

**1 Orientation and Timing**

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

**2 Criteria for Evaluation**

**2.1 Contribution to Learning Environment**

- 2.1.1 Fosters quality in instruction;
- 2.1.2 Ensures course and curriculum objectives are achieved;
- 2.1.3 Ensures appropriate methods of assessment are in place;
- 2.1.4 Guides the development of course and curriculum materials;
- 2.1.5 Recommends desired changes in courses and/or programs to the appropriate governance and administrative bodies; and
- 2.1.6 Assists in the provision of adequate instructional facilities and equipment.

**2.2 Contribution to Student Success**

- 2.2.1 Treats students with respect and interest;
- 2.2.2 Deals with students in ways that recognize their diversity;
- 2.2.3 Advises students of available College resources;  
(student support, financial aid, admissions, etc.)
- 2.2.4 Advises students appropriately for admissions/course placements;
- 2.2.5 When appropriate, aids in placing graduates in employment; and
- 2.2.6 Deals effectively with student issues.

**2.3 Contribution to Faculty and Staff**

- 2.3.1 Encourages participation in departmental committees and activities;
- 2.3.2 Assists and supports staff and faculty professional development;
- 2.3.3 Supports faculty and staff in their work; and

- 2.3.4 Keeps members of the department and/or program informed about College developments.

## **2.4 Leadership**

- 2.4.1 Communicates well verbally and in writing;
- 2.4.2 Demonstrates understanding of the College as a whole;
- 2.4.3 Deliberates before making a decision;
- 2.4.4 Consults appropriately;
- 2.4.5 Takes action in an effective manner;
- 2.4.6 Fulfills responsibility relevant to position; and
- 2.4.7 Demonstrates commitment to the department and the College.

## **2.5 Department Management**

- 2.5.1 Supervises faculty and staff appropriately;
- 2.5.2 Responds in a timely manner;
- 2.5.3 Actively participates in the recruitment and renewal of the faculty and staff complement;
- 2.5.4 In cooperation with faculty and staff, effectively schedules all duty, leave, holidays and professional development activities;
- 2.5.5 Conducts effective department meetings;
- 2.5.6 Coordinates and delegates appropriate duties and responsibilities;
- 2.5.7 Effectively orients new faculty and staff to the department, the School, Centre and the College;
- 2.5.8 Prepares and monitors the departmental budget;
- 2.5.9 Participates in the evaluation and appraisal procedures set out for faculty and staff effectively and appropriately; and
- 2.5.10 Resolves conflict effectively and fairly.

## **2.6 Department Planning and Development**

- 2.6.1 Initiates departmental planning;
- 2.6.2 Supports faculty in planning; and
- 2.6.3 Participates in ongoing program review.

## **2.7 Contribution to College and Community**

- 2.7.1 Maintains effective liaison with other Instructors with Responsibility Allowance and College services;
- 2.7.2 Maintains effective liaison with other institutions;
- 2.7.3 Maintains effective liaison with industry, business and government, as appropriate;
- 2.7.4 Ensures appropriate representation at Program Advisory and other provincial committees;
- 2.7.5 Represents the department effectively; and
- 2.7.6 Maintains good public relations for the College, as appropriate, and for departmental programs.

## **3 Evaluation Process**

- 3.1 For a Department Head or Coordinator II, the evaluation process will be initiated and administered by the appropriate Dean or Director. For an Assistant Department Head, the appropriate Department Head will fulfill this role. The evaluation process will be supported by Human Resources and Research and Strategic Services. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.
- 3.2 A confidential survey questionnaire based on Joint Steering Committee approved criteria will be distributed amongst the agreed-to list of respondents.
  - 3.2.1 All faculty and staff within the person's department will be included on the list.
  - 3.2.2 The Department Head, Assistant Department Head or Coordinator II will also provide a list of employees from outside the department that they wish to have included.
  - 3.2.3 The College may suggest a list that would be appropriate for most Department Heads, Assistant Department Heads or Coordinators II to consider for inclusion.
- 3.3 Research and Strategic Services will tabulate the results of the questionnaire and send the results to the evaluatee.
  - 3.3.1 For a Department Head or Coordinator II, a copy of the tabulated results will also be sent to the appropriate Dean or Director and the two parties will meet to discuss the results. The Dean or Director will make a determination as to whether the evaluation is either satisfactory or not satisfactory pursuant to Article 13.3.4 and provide a rationale when an evaluation is deemed unsatisfactory.
  - 3.3.2 For an Assistant Department Head, a copy of the tabulated results will also be sent to the appropriate Department Head and they will meet to discuss the results. The Department Head will make a determination as to whether the

evaluation is either satisfactory or not satisfactory pursuant to Article 13.3.4 and provide a rationale when an evaluation is deemed unsatisfactory.

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

#### **4 Evaluation Report**

- 4.1 The tabulated results of the questionnaire, any response or commentary by the Department Head, Assistant Department Head or Coordinator II and the decision of the appropriate evaluator will form the evaluation report. It shall be signed by the appropriate evaluator and the evaluatee and shall be included in the evaluatee's official Personnel File. The evaluatee's signature only indicates evidence of the report having been read.
- 4.2 The evaluation report shall be considered by the appropriate Vice-President or delegate in determining whether the Department Head, Assistant Department Head or Coordinator II is confirmed for the remainder of the term of appointment pursuant to Article 13.3.4.
- 4.3 A Department Head, Assistant Department Head or Coordinator II will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

#### **5 Joint Steering Committee**

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

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



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

(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

### **1 Orientation and Timing**

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

### **2 Criteria for Performance Appraisal**

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

### **3 Performance Appraisal Process**

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

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

#### **4 Performance Appraisal Report**

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

#### **5 Joint Steering Committee**

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

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

## **GUIDELINES FOR EVALUATION OF COORDINATORS I**

(Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

### **1 Orientation and Timing**

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

### **2 Criteria for Evaluation**

#### **2.1 Assisting with Faculty Development**

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

#### **2.2 Coordinating Curriculum Development**

- 2.2.1 Promotes information-sharing about current and new developments;
- 2.2.2 Ensures that adequate learning materials and resources are available for the use of faculty;
- 2.2.3 Searches out new learning resources and materials;
- 2.2.4 Evaluates new learning resources and materials; and
- 2.2.5 Ensures that the programs are relevant to student needs.

#### **2.3 Contribution to Student Access and Success**

- 2.3.1 Within the context of College and departmental policies and objectives, establishes and/or maintains policies and procedures for:
  - a) student evaluation;
  - b) student referral; and
  - c) student promotion;
- 2.3.2 Monitors student attendance and progress within the area;
- 2.3.3 Advises students, as needed, when their progress is unsatisfactory;
- 2.3.4 Advises students, as needed, when their conduct is unsatisfactory;
- 2.3.5 Provides students, as needed, with support and advice on achieving their goals;
- 2.3.6 Advises students of available College resources;

- 2.3.7 Treats students with respect and interest;
- 2.3.8 Deals with students in ways that recognize their diversity;
- 2.3.9 Advises students, as needed, on their registration options; and
- 2.3.10 Conducts student orientation and intake interviews.

## **2.4 Promotion of Effective Communication**

- 2.4.1 Conducts effective faculty meetings as required;
- 2.4.2 Promotes effective communication among faculty as appropriate;
- 2.4.3 Is available for consultations;
- 2.4.4 Consults appropriately;
- 2.4.5 Communicates well, verbally and in writing; and
- 2.4.6 As appropriate, liaises well with College services, other departments and outside agencies.

## **2.5 Contribution to Progress Assessment and Testing**

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

## **2.6 Leadership**

- 2.6.1 Deliberates before making a decision;
- 2.6.2 Takes action in an effective manner;
- 2.6.3 Fulfills responsibility relevant to the position;
- 2.6.4 Effectively supports and contributes to the departmental registration process;
- 2.6.5 Demonstrates commitment to the department and the College;
- 2.6.6 Effectively assumes duties of Department Head when necessary; and
- 2.6.7 Schedules instructors as applicable.

## **3 Evaluation Process**

- 3.1 The evaluation process for a Coordinator I will be initiated and administered by the appropriate Department Head and supported by Human Resources and Research and Strategic Services. All comments and documentation will be kept strictly confidential and in accordance with Freedom of Information and Protection of Privacy requirements.

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

#### **4 Evaluation Report**

- 4.1 The tabulated results, any response or commentary by the Coordinator I and the decision of the Department Head will form the evaluation report. It shall be signed by the Department Head and the Coordinator I and shall be included in Coordinator I's official Personnel File. The Coordinator I's signature only indicates evidence of the report having been read.
- 4.2 The evaluation report shall be considered by the appropriate Vice President or delegate in determining whether the Coordinator I is confirmed for the remainder of the term of appointment pursuant to Article 13.3.4
- 4.3 A Coordinator I will be deemed to have received a satisfactory evaluation if one has not been completed within the first year of their appointment.

#### **5 Joint Steering Committee**

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

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

## **GUIDELINES FOR PERFORMANCE APPRAISAL OF COORDINATORS I** (Pursuant to Articles 3.10.2, 13.3.2.1 and 16.3)

### **1 Orientation and Timing**

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

### **2 Criteria for Performance Appraisal**

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

### **3 Performance Appraisal Process**

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

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

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

3.2.2 The Coordinator I will also provide a list of employees from outside the department that they wish to have included.

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

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

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

### **4 Performance Appraisal Report**

4.1 The survey results and a copy of the Coordinator I's self-appraisal and development plan will form the performance appraisal report. The report shall be signed by the appropriate Department Head and Coordinator I to indicate that the performance appraisal process has been completed. The report shall be included in the Coordinator I's performance appraisal file as per Article 15.4 and 15.4.1.

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

**5 Joint Steering Committee**

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

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

## APPENDIX IX

### PROFESSIONAL DEVELOPMENT FUNDS

#### LETTER OF AGREEMENT

(Pursuant to Article 6.6.8)

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



## APPENDIX X

### GUIDELINES FOR THE ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS FOR VCCFA MEMBERS

#### 1 Agreement

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

#### 2 Introduction

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

#### 3 General

- 3.1 Professional development funds are for the purpose of providing financial assistance for expenses incurred by activities related to or involving eligible professional development endeavours. According to Article 6.6.1 "professional development is employee-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 employee's subject area; or, to gain additional knowledge and professional competence in the employee'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 employee'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; and
  
  - Other approved activities.
- \* Most courses offered through the College (within regular programs and the Centre for Continuing Studies) have tuition fees waived. Courses pertaining to the employees' Instructor's 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 employee'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 employees' 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 employee.

## **6 Eligible Employees**

- 6.1 Regular and term employees, employed half-time or more, who complete 7 months of service within the fiscal year shall be entitled to professional development, as described in Article 6.6.2 of the Agreement.
- 6.2 Employees returning from leave are not eligible for PD and PD funds unless they are able to perform 7 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 Association PD Funds budget.
- 8.2 The PD Funds Committee shall be solely responsible for approving applications from employees for funds to be utilized with respect to professional development and the disbursement of such funds. The chair of each PD Funds Subcommittee, or delegate, will sign as approving each request and will provide a budget number for Financial Services.
- 8.3 The PD Funds Subcommittees will monitor the use of the funds and will keep records of the allocations in cooperation with Financial Services. The Subcommittees will meet on a regular basis to adjudicate applications. Approval for PD funds may take up to 4 weeks.
- 8.4 Approval for PD funds for members serving on the PD Funds Committees shall be handled by the Association Executive if there is not consensus within the Subcommittees regarding the request.

## **9 Application Procedure**

- 9.1 All 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 15 or 20 days of professional development (Article 6.6.2) OR may take place on the employee's own time.

- 9.2 An employee will request professional development time and/or funds through the "Leave & Expense Report Form". In order to receive funds from the PD Funds budget, applicants complete the VCCFA Professional Development Funds Money Request form. An employee may request his/her allotment of PD funds with any professional development activity as long as the individual's annual allocation has not been exceeded. A PD Funds request must pertain to or be related to professional development. A brief description must be included in the funds request.
- 9.3 When a PD request is approved (see Article 6.6.6) and an application for funds has been made, copies of the "Leave & Expense Report Form" will be sent by the appropriate Dean or Director to the PD Funds Committee for approval. The PD Funds Subcommittees will review the application and inform the employee whether their request for funds has been approved.
- 9.4 Within one month of the completion of professional development, employees who have received approval to use PD funds shall submit their receipts to the PD Funds Subcommittee with a copy of their approved request. Official receipts, cancelled cheques or credit card receipts will be required. The receipts will be forwarded to Financial Services.
- 9.5 In some situations where an employee 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. Employees will reimburse the College for any funds received in excess of expenditures. All requests for advanced funds must be approved by the PD Funds Committee.
- 9.6 Prior approval must be received from the PD Funds Committee for all purchases. Any exceptions will be considered on an individual basis and will require appropriate documentation and description.
- 9.7 Employees may be required to complete purchase order requisitions for specific materials or equipment. The PD Subcommittee will inform employees 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, employees may pool all or part of an employee's PD funds to finance large endeavours such as an employee 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 employees 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 employee
- 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 15 to be included in the current fiscal year.

**12 Unused Funds**

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

**13 Appeal Procedure**

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

## APPENDIX XI

### ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS

(Pursuant to Article 6.6.8)

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

## **APPENDIX XII**

### **COMMON FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE**

#### **LETTER OF UNDERSTANDING**

Pursuant to Letter of Understanding 6 of the Common Agreement effective April 1, 2004 to March 31, 2007 establishing a Common Faculty Professional Development Fund, the parties agree to the following:

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

## **APPENDIX XIII**

### **SPLIT SHIFTS**

#### **LETTER OF AGREEMENT**

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

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



## **APPENDIX XIV**

### **IRA RELEASE**

#### **LETTER OF UNDERSTANDING**

Effective November 1, 2005, the total amount of IRA release time available for distribution is 5428 days.

1. The total amount shall be allocated as per the following IRA Release Chart.
  - a) Instructional departments will get a minimum of 35 days.
  - b) Instructional service departments and School of Instructor Education will get a minimum of 25 days.
  - c) Departments with retail activities will be recognized.
  
2. It is not the intention of the College to alter the current IRA release allocation. Any decision by the Board to alter the existing budget allocation for IRA release will be based on significant program changes and will only be taken after consultation between the College and the Association. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

## IRA Release Chart

	<b>Instructional Departments</b>	<b>Release Days</b>
1	Visually Impaired	50
2	Community & Career Education (CACE)	101
3	College & Career Access (CCA) <ul style="list-style-type: none"> <li>• CCA – EEA</li> <li>• ABE Youth Programs</li> <li>• ABE Lab</li> <li>• BC Online Campus ABE Developmental</li> </ul>	329
4	Basic Education	180
5	Humanities <ul style="list-style-type: none"> <li>• Humanities UT</li> </ul>	90
6	Mathematics <ul style="list-style-type: none"> <li>• Mathematics UT</li> </ul>	90
7	Science <ul style="list-style-type: none"> <li>• Science UT</li> </ul>	135
8	Deaf & Hard of Hearing	67.5
9	ASL & Deaf Studies <ul style="list-style-type: none"> <li>• ASL &amp; Deaf Studies Part-time</li> </ul>	69
10	PACE <ul style="list-style-type: none"> <li>• Resident Care Attendant ESL</li> <li>• Accounting ESL</li> <li>• Baking ESL</li> <li>• Culinary Arts ESL</li> <li>• Hairdressing ESL</li> </ul>	135
11	English Language Skills (ELS)	360
12	ELS – IE <ul style="list-style-type: none"> <li>• ESL Electives IE</li> </ul>	135
13	College Preparatory English (CPE) <ul style="list-style-type: none"> <li>• CPE – IE</li> <li>• CPE – UT</li> </ul>	300
14	Outreach	382.5
15	Electronics	115
16	Jewellery Art & Design	45
17	Drafting	90
18	Auto Collision Repair <ul style="list-style-type: none"> <li>• Auto Collision Repair Apprentice</li> </ul>	135
19	Automotive Technician <ul style="list-style-type: none"> <li>• Automotive Technician Apprentice</li> </ul>	135
20	Diesel Technician <ul style="list-style-type: none"> <li>• Diesel Technician Apprentice</li> </ul>	90
21	Computer Graphics	44

22	Computer Technology	90
23	Hair Design <ul style="list-style-type: none"> <li>• Esthetics</li> <li>• Hair Design ESL</li> </ul>	135
24	Medical Office Careers <ul style="list-style-type: none"> <li>• Nursing Unit Clerk</li> <li>• Nursing Unit Clerk Part-Time</li> </ul>	112.5
25	Home Support / Resident Care Attendant <ul style="list-style-type: none"> <li>• Resident Care Attendant ESL</li> <li>• Medical Lab Assistant</li> <li>• CC&amp;AH Part-Time</li> </ul>	180
26	Practical Nursing <ul style="list-style-type: none"> <li>• Access to Practical Nursing</li> <li>• PN Refresh/Transition</li> </ul>	270
27	Pharmacy Technician <ul style="list-style-type: none"> <li>• Occupational/Physiotherapy Assistant</li> <li>• Hospital Pharmacy Technician</li> <li>• Community Pharmacy Assistant</li> </ul>	90
28	Dental Hygiene	90
29	Dental Assisting <ul style="list-style-type: none"> <li>• Dental Receptionist</li> <li>• Distance Dental Assisting</li> </ul>	135
30	Dental Technology <ul style="list-style-type: none"> <li>• Denturist</li> </ul>	67.5
31	Office & Legal Administration	81
32	Accounting <ul style="list-style-type: none"> <li>• Transportation Logistics</li> <li>• Financial Management (Part-time)</li> <li>• Accounting ESL</li> <li>• CGA Degree</li> </ul>	180
33	Baking & Pastry Arts <ul style="list-style-type: none"> <li>• Baking ESL</li> <li>• Baking &amp; Pastry Arts Part-Time</li> <li>• Baking &amp; Pastry Apprentice</li> </ul>	104
34	Culinary Arts <ul style="list-style-type: none"> <li>• Culinary Arts ESL</li> <li>• Culinary Arts Apprentice</li> </ul>	270
35	Asian Culinary Arts	45
36	Hospitality Management <ul style="list-style-type: none"> <li>• Hospitality Management – Bachelor Degree</li> </ul>	180
37	Music	135
	<b>Sub-Total: Instructional Departments</b>	<b>5243</b>

	<b>Instructional Service Departments &amp; SIE</b>	
38	Counselling	90
39	Library	45
40	Learning Centre	25
41	School of Instructor Education (SIE)	25
	<b>Sub-Total: Instructional Services &amp; SIE</b>	<b>185</b>
	<b>TOTAL: RELEASE DAYS</b>	<b>5428</b>

**APPENDIX XV**  
**EMPLOYEE AND FAMILY ASSISTANCE PLAN**  
**LETTER OF AGREEMENT**

The College and Association agree to explore the feasibility of implementing an Employee and Family Assistance Plan.

## **APPENDIX XVI**

### **HEALTH NURSES**

#### **LETTER OF UNDERSTANDING**

The parties have agreed to delete the definition of and references to Health Nurses, temporary and casual employees and the associated Articles from this Agreement for the term April 1, 2007 to March 31, 2010.

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

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

**APPENDIX XVII**  
**DISTRIBUTED LEARNING**  
**LETTER OF UNDERSTANDING**

The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.

Pursuant to Article 6.6.3 of the Common Agreement, the College agrees to the following principles regarding the use of distributed learning:

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

## **APPENDIX XVIII**

### **ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES**

#### **LETTER OF UNDERSTANDING**

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

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

1. Provide workshops to assist instructors in achieving success for students with disabilities that include the accommodation process, available resources for students and instructors, classroom-student-instructor management and instructional support.
2. Provide mentoring, assistance or training for instructors who teach students with disabilities.
3. Review existing procedures and establish processes for accessing and providing support.
4. Identify available instructional support and services for instructors teaching students with disabilities.
5. Produce and distribute information bulletins or brochures that identify all available instructional support and services available for instructors teaching students with disabilities.
6. Conduct a survey of instructors to obtain comments on how best to meet their needs related to working with students with disabilities.
7. Consult with the Association on the previous points.



## **APPENDIX XIX**

### **PAYMENT OF PREMIUMS DURING DISABILITY**

#### **LETTER OF UNDERSTANDING**

The College will pay the premiums for benefits on behalf of employees who are receiving Short Term Disability or Long Term Disability benefits.

The benefit premiums covered are:

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

## APPENDIX XX

### PHASE OUT OF INITIAL STEP PLACEMENT CAP

#### LETTER OF UNDERSTANDING

1. For the purposes of this Letter of Understanding, the Salary Schedule referred to herein is understood to be Appendix A of the Provincial Salary Scale in the Common Agreement also included as Appendices 1-A, 1-B and 1-C, effective April 1<sup>st</sup> of 2007, 2008 and 2009 respectively, in this Collective Agreement between the parties of April 1, 2007 to March 31, 2010.
2. The College will continue to phase out its practice of capping initial step placement for new hires on the following basis:
  - a) Effective from April 1, 2007, the cap on initial step placement will be at Step 4 (per Appendix I-A Salary Schedule effective April 1, 2007);
  - b) Effective from April 1, 2008, the cap on initial step placement will be at Step 3 (per Appendix I-B Salary Schedule effective April 1, 2008);
  - c) Effective from April 1, 2009, the cap on initial step placement will be at Step 2 (per Appendix I-C Salary Schedule effective April 1, 2009); and
  - d) Effective from April 1, 2010, the cap on initial step placement will be fully phased out by moving up one step, based on one step movement on the Salary Schedule effective April 1, 2010 (Appendix 1-C).
3.
  - a) Effective as of September 1, 2005, then current full-time employees (both regular and term) and part-time employees (both regular and term) who were hired after April 1, 2003, and who were subject to the cap at Step 6, were moved up to Step 5 (per Appendix I A **Salary Schedule** effective April 1, 2004) on their next anniversary date. For the purposes of this Letter of Understanding, the College confirms that thereafter, these employees shall move up one step each year on their anniversary date until they reach the step placement they would have held absent the cap.
  - b) Effective from April 1, 2006, current full-time employees (both regular and term) and current part-time employees (both regular and term) who were hired after April 1, 2003, who were subject to the cap at the old Step 5 (per Appendix I A **Salary Schedule** effective April 1, 2004) were moved up to the new Step 5 (per Appendix I B **Salary Schedule** effective April 1, 2006) on their next anniversary date. For the purposes of this Letter of Understanding, the College confirms that thereafter, these employees shall move up one step each year on their anniversary date until they reach the step placement they would have held absent the cap.
  - c) The application of Articles 5.7.1, 5.7.2 and 5.7.4 shall be suspended for these employees outlined in points 3 (a) and (b) above until they reach the step placement they would have held absent the cap.

- d) Employees who are not affected by the cap as outlined in points 3 (a) and (b) above will increment in accordance with Article 5.7 **Increments**.
4. The College will retain the Instructor's Diploma (ID) or equivalent requirement as a "bar" to advancement on the salary schedule per Article 5.7.7 **Increments and Instructor's Diploma** and Article 9.5 for instructors who do not have the ID so that instructors cannot, in any event, increment to the top step of the then current scale without the ID, and will be "frozen" at Step 2 per Appendices 1-A, I-B and 1-C **Salary Schedule** effective April 1<sup>st</sup> of 2007, 2008 and 2009 respectively or any future Salary Schedule.

## **APPENDIX XXI**

### **BANKED VACATION DAYS** (New Appendix)

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

The parties will maintain a list of the affected instructors.

## APPENDIX XXII

### REVIEW OF DEPARTMENT HEAD AND COORDINATOR WORKLOAD (New Appendix)

#### LETTER OF UNDERSTANDING

The parties acknowledge that the Department Heads, Assistant Department Heads and Coordinators provide a valuable role at the College. The current responsibilities and duties of Department Heads, Assistant Department Heads and Coordinators vary widely across the College.

The Association and the College will review and establish mutually agreed upon recommendations to address the following:

1. Ability of Department Heads, Assistant Department Heads and Coordinators to access their vacation, professional development time or other leave periods, including replacements for these periods.
2. Factors affecting the workload of Department Heads, Assistant Department Heads and Coordinators.
3. Allocation and availability of support, including clerical support, to Departments and the Department Heads, Assistant Department Heads and Coordinators.
4. Orientation and training needs of Department Heads, Assistant Department Heads and Coordinators.

The review will be conducted by a sub-committee under Article 3.11 **Consultation on Instructional and Administrative Matters** and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The sub-committee will establish a mutually agreed upon meeting schedule.

The goal of the sub-committee will be to conduct the review and provide a report to the parties outlining its findings and recommendations regarding the above points in a timely manner.

This Letter of Understanding will expire on the date of completion of the sub-committee's report or March 31, 2010, whichever occurs first.

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**COMMON AGREEMENT**

**between**

**The Employers' Bargaining Committee  
on behalf of member institutions  
ratifying this Common Agreement**

**and**

**Joint Faculty Negotiating Committee:  
BC Government & Service Employees Union (BCGEU)  
Federation of Post-Secondary Educators of BC (FPSE)  
on behalf of its local unions  
ratifying this Common Agreement**

**For the term of  
April 1, 2007 to March 31, 2010**

**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

Camosun College, College of New Caledonia, College of the Rockies, Douglas College, Nicola Valley Institute of Technology, North Island College, Northern Lights College, Northwest Community College, Okanagan College, Selkirk College, Vancouver Community College.

Federation of Post-Secondary Educators on behalf of:

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), Douglas College Faculty Association (FPSE Local 4), North Island College Faculty Association (FPSE Local 16), Nicola Valley Institute of Technology Employees' Association (FPSE Local 19), Selkirk College Faculty Association (FPSE Local 10), Vancouver Community College Faculty Association (FPSE Local 15).

BC Government & Service Employees Union

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**DEFINITIONS**

"Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in the Protocol Agreement dated November 17, 2006.

"Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

"Employee" means a person employed within a bargaining unit represented by one of the unions that has ratified a Collective Agreement that includes this Common Agreement.

"Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.

"Institution" means a college, university college, or institute created under the College and Institute Act or Institute of Technology Act that has ratified a Collective Agreement that includes this Common Agreement.

"Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 3.2 below.

"Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.

"Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.

"Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.

"Local union" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.

"Ministry" means the Ministry of Advanced Education.

"Parties" or "Common Parties" means the employers and unions that have ratified a Collective Agreement that includes this Common Agreement.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.

"Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement pursuant to the Protocol Agreement of November 17, 2006.

"Union" means a faculty association or trade union certified as a bargaining agent.

**ARTICLE 1 - PREAMBLE****1.1 Purpose of Common Agreement**

**1.1.1** The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

**1.1.2** In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

**1.2 Future Legislation**

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

**1.3 Conflict with Policies**

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

**1.4 Singular and Plural**

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

**ARTICLE 2 - HARASSMENT****2.1 Statement of Commitment**

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

**2.2 Definitions**

**2.2.1** Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the *BC Human Rights Code* [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

**2.2.2** Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

## **2.3 Procedures**

### **2.3.1 Local Informal Processes**

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

### **2.3.2 Right to Legal Counsel**

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

### **2.3.3 Mediation**

When a complaint is received by the employer involving an individual covered by this collective agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;

- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve (12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

#### **2.3.4 Investigation**

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

#### **2.3.5 Terms of Reference of the Investigator**

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) Reliance on Report of Third Party Investigator

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

- (f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.
- (h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The investigator's report will not be placed on an employee's file.

## 2.4 Findings

**2.4.1** The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

**2.4.2** The determination will:

- (a) state the action(s), if any, to be taken or required by the employer;
- (b) include, where appropriate, a statement of exoneration.

## 2.5 Rights of the Parties

Should a complainant file a complaint under the provisions of the *Human Rights Code*, it is understood that the *Human Rights Code* complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the *Human Rights Code* and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

**2.5.1** The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;

- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

**2.5.2** The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

## **2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action**

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

## **2.7 Local Discussion**

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

## **2.8 Relation to Other Agreements**

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

# **ARTICLE 3 - EMPLOYER/UNION RELATIONS**

## **3.1 Human Resources Database**

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

### **3.1.1 Relevant Matters include:**

- (a) Health and Welfare
  - (i) Benefit Plan Designs
  - (ii) Participation rates
  - (iii) Premiums
  - (iv) Cost sharing
  - (v) Commission costs
  - (vi) Carrier contracts

- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) FTE, headcount, placement on scale, appointment status
  - (iii) Demographics: age and gender
  
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

## **3.2 Joint Administration and Dispute Resolution Committee**

### **3.2.1 Formation and Composition**

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

### **3.2.2 Operation**

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

### **3.2.3 Purpose**

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
  - (i) Jurisdictional Disputes Resolving process
  - (ii) Suspension and Discharge Grievance Resolution
  - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.



### **3.2.4 Common Agreement Dispute Resolution**

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

### **3.2.5 Process and Costs**

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the *Labour Relations Code*.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### **3.2.6 Suspension and Discharge Grievance Resolution**

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.

Process, timelines and costs will be in accordance with Article 3.2.5.

## **3.3 Jurisdictional Dispute Resolving Process**

### **3.3.1 Preamble**

The purpose of this Article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

### 3.3.2 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to Article 3.3.2(c) below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
  - (i) job elements;
  - (ii) past practice;
  - (iii) impact on industrial relations;
  - (iv) community of interest;
  - (v) employee preference, fairness and equity;
  - (vi) certification definition(s);
  - (vii) and such other factors as deemed appropriate by the Umpire.

- (k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- (l) The parties will accept the decision as final and binding on each of them.

### **3.4 Leave of Absence for College Committees and Union Leave**

#### **3.4.1 Leave of Absence for College Committees**

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

#### **3.4.2 Union Leave**

Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

#### **3.4.3 Additional Union Leave Without Pay**

A bargaining unit may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

## ARTICLE 4 - PRIOR LEARNING ASSESSMENT

### 4.1 Definition

Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

### 4.2 Prior Learning Assessment as Workload

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

### 4.3 Training in Prior Learning Assessment

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

### 4.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

## ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY

### 5.1 Copyright Ownership

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

**5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

**5.1.2** belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
- (b) are given release time from usual duties to create and produce copyrightable work product, or
- (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

**5.2 Employer Rights to Materials Copyrighted by Employee(s)**

Where the employee holds the copyright pursuant to Article 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

**5.3 Employee Rights to Materials Copyrighted by the Employer**

Where the institution holds the copyright pursuant to Article 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

**5.4 Joint Review**

JADRC may, at the request of either party, review issues arising from the application of this Article.

**ARTICLE 6 - JOB SECURITY****6.1 Employee Security and Regularization****6.1.1 Intent**

The purpose of this Article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this Article will be regularized.

Where this Article establishes a date for action, the parties responsible for taking the action may agree to another date.

**6.1.2 Definitions**

"Department" or "functional area" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this Article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

**6.1.3 Parameters for Employee Security and Regularization**

- (a) Employee security and regularization provisions include those relating to:
  - (i) creating, posting and filling new positions and posting and filling vacant positions;
  - (ii) the types of appointment categories contained in the collective agreement;
  - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority;
  - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee;
  - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice;
  - (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
  - (i)
    - (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
    - or
    - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
  - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.

- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
  - (ii) requirements for a probationary period post-conversion of at least twelve months;
  - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;
  - (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights;
  - (v) limitations on concurrent regular appointment at more than one institution;
  - (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation;
  - (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
  - (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;
  - (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
  - (x) implications for existing appointment types;
  - (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

#### **6.1.4 Local Discussion Process**

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
- (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.

- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
  - (i) An agreement to:
    - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or
    - (2) maintain the current local collective agreement provisions respecting employee security and regularization,
  - (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

#### **6.1.5 JADRC Resolution of Disputes**

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

#### **6.1.6 Jurisdiction**

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:
  - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC;
  - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia;
  - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services.
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.



- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

**6.1.7** No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

## **6.2 Program Transfers and Mergers**

### **6.2.1 Notice of Program Transfer / Merger**

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

### **6.2.2 Transfer/Merger Agreements**

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

### **6.2.3 Disputes**

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

## **6.3 Registry of Laid Off Employees**

### **6.3.1 Electronic Posting of Available Positions**

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.

- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

### **6.3.2 Electronic Registry of Eligible Employees (Registrants)**

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
  - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
  - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
  - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
  - (ii) obtaining equivalent employment as a result of being listed on the Registry;
  - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.
- (d) Implementation
  - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
  - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
  - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

  - (i) had their employment terminated for just and reasonable cause;

- (ii) accepted early retirement, or
- (iii) voluntarily resigned their employment.

### 6.3.3 Applying for Available Positions

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

### 6.3.4 Rights for Registrants

- (a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
  - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
  - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
  - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her

seniority to that new institution for all purposes other than severance accrual.

- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.
- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.4 Targeted Labour Adjustment**

### **6.4.1 Employer Commitments**

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvass employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

- prior to the issuance of lay-off notice to employees under the local agreement, or
- by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,

whichever date is later.

The union shall be provided with a copy of each final plan for employee labour adjustment.

## **6.4.2 Menu of Labour Adjustment Strategies**

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

### **6.4.2.1 Labour Adjustment Strategies: Workplace Organization**

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Trial retirement.
- (i) Combinations and variations of the above or other workplace organization alternatives.

### **6.4.2.2 Labour Adjustment Strategies: Employee Transition**

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the institution.

- (c) Workload averaging that does incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

#### **6.4.3 Layoffs May Occur**

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

#### **6.4.4 No Stacking of Entitlements**

While various options may be considered and offered, there will be no stacking of entitlements.

### **6.5 Contracting Out**

#### **6.5.1 Additional Limitation on Contracting Out**

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

#### **6.5.2 Certain Inter-Institutional Arrangements Permissible**

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

## **6.6 Education Technology/ Distributed Learning**

**6.6.1** Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

**6.6.2** In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

**6.6.3** Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

**6.6.4** The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.

**6.6.5** The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

**6.6.6** Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

**6.6.7** Employees shall not be required to deliver distributed learning programs/ courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

**6.6.8** Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

**6.6.9** No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

## **ARTICLE 7 - LEAVES**

### **7.1 Definitions**

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of "family member" is as set out in Appendix I.

## **7.2 General Leave**

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

## **7.3 Seniority Accrual**

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

## **7.4 Retention of Status**

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

## **7.5 Benefits While on Leave**

An employee will continue to receive her/his salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

## **7.6 Bereavement Leave**

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

## **7.7 Family Illness Leave**

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

## **7.8 Compassionate Care Leave**

### **7.8.1 Entitlement**

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, "family member" is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the



employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.

- c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

#### **7.8.2 Additional Leaves**

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 7.8.1 above. Such additional leave shall be pursuant to Article 7.2 General Leave.

#### **7.9 Jury Duty and Court Appearances**

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the employer.

#### **7.10 Public Duties**

**7.10.1** An employer will grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

**7.10.2** An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial or federal election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

#### **7.11 Exchange Leave**

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

#### **7.12 Deferred Salary Leave**

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

**ARTICLE 8 - PARENTAL LEAVE****8.1 Preamble****8.1.1 Definitions**

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.
- (b) "Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee's collective agreement.

**8.1.2 Entitlement**

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

**8.2 Commencement of Leave**

Leave taken under Article 8.1.2 shall commence:

**8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.

**8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child's birth and within fifty-two (52) weeks of the birth.

**8.2.3** for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

**8.3 Benefits Continuation**

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

**8.4 Return to Work**

**8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

- 8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- 8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- 8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.
- 8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

## **8.5 Supplemental Employment Benefit for Maternity and Parental Leave**

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

- (a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

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

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

## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

### **9.1 Joint Committee on Benefits Administration**

#### **9.1.1 Committee Established**

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

#### **9.1.2 Committee Mandate**

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

#### **9.1.3 Savings**

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

#### **9.1.4 Constraints**

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

#### **9.1.5 Costs of the Joint Committee**

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

## 9.2 Specific Benefits

### 9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
  - (i) Total lifetime coverage level will be unlimited.
  - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
  - (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
  - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.
  - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
  - (vi) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.
  - (vii) Effective April 1, 2007 vision care coverage shall be doubled to a maximum benefit of \$500 every two (2) years and a minimum benefit of \$300 every two (2) years.

- (c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

- (d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

- (e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

### 9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

### 9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

## 9.3 Disability Benefits

**9.3.1** The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

**9.3.2** The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

**9.3.3** Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

- 9.3.4** (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.
- (b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

**9.3.5** Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

**9.3.6** The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

## ARTICLE 10 - PENSIONS

### 10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

### 10.2 Existing Employees

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

## ARTICLE 11 - EARLY RETIREMENT INCENTIVE

### 11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

### 11.2 Eligibility

**11.2.1** An employee must be at the highest achievable step of the salary scale.

**11.2.2** An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

### 11.3 Incentive Payment

**11.3.1** An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

**11.3.2** An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

**11.3.3** Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

## ARTICLE 12 - SALARIES

### 12.1 Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix A.

### 12.2 Secondary Scale Adjustment

**12.2.1** Effective on each of April 1, 2007, April 1, 2008, and April 1, 2009, all steps on secondary scales will be increased by two and one-tenth percent (2.1 %).

**12.2.2** Despite Article 12.2.1 above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.1.

### 12.3 Maintenance of Placement

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

### 12.4 Calculation of Pay

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

### 12.5 Overload

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.



**12.6 Faculty Administrative Stipends**

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased by 2.1% effective April 1st of each 2007, 2008, and 2009.

**ARTICLE 13 - EFFECT OF THIS AGREEMENT****13.1**

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in Article 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

**13.2**

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

**13.3**

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 3.2.6 - Suspension and Discharge Grievance Resolution
- Article 3.3 - Jurisdiction Dispute Resolution Process
- Article 3.4 - Contract Training and Marketing Society
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC
- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.7 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment

**13.4**

Any disputes over the application of this Article will be resolved through JADRC.

## ARTICLE 14 - INTERNATIONAL EDUCATION

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada and the U.S. to perform assigned work pursuant to the employees' collective agreement.

### 14.1 General

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

### 14.2 Expenses

- (a) The employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.
- (b) The employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

### 14.3 Health and Welfare Benefits

The employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.

- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

#### **14.4 Emergencies and Emergency Evacuation**

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if she/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

#### **14.5 Orientation and Return**

**14.5.1** Employees working under this Article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.

**14.5.2** The employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

#### **14.6 Application**

Article 14 shall apply to local unions as follows:

**14.6.1** Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 14.

**14.6.2** Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

### **ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT**

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

### **ARTICLE 16 - TERM**

This Agreement shall be in effect from April 1, 2007 to March 31, 2010, and shall continue in force until the renewal of this Agreement.

**APPENDIX A  
PROVINCIAL SALARY SCALE**

<b>STEP</b>	<b>April 1, 2007 to March 31, 2008</b>	<b>April 1, 2008 to March 31, 2009</b>	<b>April 1, 2009 to March 31, 2010</b>
<b>1</b>	\$78,729	\$80,972	\$83,231
<b>2</b>	\$74,795	\$76,366	\$77,970
<b>3</b>	\$69,671	\$71,134	\$72,628
<b>4</b>	\$66,819	\$68,223	\$69,655
<b>5</b>	\$64,372	\$65,724	\$67,104
<b>6</b>	\$61,925	\$63,225	\$64,553
<b>7</b>	\$59,477	\$60,726	\$62,002
<b>8</b>	\$57,030	\$58,228	\$59,450
<b>9</b>	\$54,583	\$55,729	\$56,899
<b>10</b>	\$52,135	\$53,230	\$54,348
<b>11</b>	\$49,688	\$50,731	\$51,797

**APPENDIX B**

**LIST OF INVESTIGATORS**

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame  
Irene Holden  
Deborah Lovett  
Ana Mohammed  
John Sanderson

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

**APPENDIX C  
DISPUTE REFERRAL FORM**

Date: \_\_\_\_\_

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
	EMAIL	

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
	EMAIL	

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

**APPENDIX D**

**LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

Bob Blasina  
Joan Gordan  
Judi Korbin  
Chris Sullivan  
Colin Taylor

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.



**APPENDIX E1**

**REGISTRY OF LAID OFF EMPLOYEES - FORM 1**

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

**APPENDIX E2**

**REGISTRY OF LAID OFF EMPLOYEES - FORM 2**

**PSEA REGISTRY OF ELIGIBLE EMPLOYEES**

- 0. (For PSEA use only:)
- 1. College, University College, Institute:
- 2. Registrant:
- 3. Service Date (length of service):
- 4. Program/Area:
- 5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

**APPENDIX F****MEDICAL TRAVEL REFERRAL BENEFIT****Benefit Summary**

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

- \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;
- Where an employer requires it, receipts must be submitted with the expense claim;
- Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;
- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

**List of Eligible Expenses**

**Medical Travel:** When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

**Accommodation:** Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

**Meals:** Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

**Attendant:** Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

### Superior Benefits

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

### Exclusions

**No benefit shall be payable for:**

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

### Claims Adjudication

**To claim benefits, the employee or dependent must:**

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

**APPENDIX G****DENTAL PLAN**

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every nine (9) months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine (9) months

The employers' approval of the more frequent cleaning is not required.

APPENDIX H

DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.12 of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective \_\_\_\_\_, 20\_\_

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of \_\_\_\_\_ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year \_\_\_\_\_%

Second Year \_\_\_\_\_%

Third Year \_\_\_\_\_%

Fourth Year \_\_\_\_\_%

Number of additional year \_\_\_\_\_

Percentage per additional year \_\_\_\_\_

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

**APPENDIX I****FAMILY MEMBERS FOR THE PURPOSE OF  
ARTICLE 7.8 COMPASSIONATE CARE LEAVE**

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

- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

3. The following "family members" are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative



**LETTER OF UNDERSTANDING 1**

**JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE  
OPERATIONAL REVIEW**

The Joint Administration Dispute Resolution Committee will review its own procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

**LETTER OF UNDERSTANDING 2**

**EMPLOYEE SECURITY AND REGULARIZATION**

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701  
Faculty Association of the College of New Caledonia  
College of the Rockies Faculty Association  
University College of the Cariboo Faculty Association  
Kwantlen Faculty Association  
Malaspina Faculty Association  
Malaspina University College BCGEU Unit #702  
Okanagan University College Faculty Association  
Okanagan University College BCGEU Unit #707  
University College of the Fraser Valley Faculty and Staff Association  
Northern Lights College BCGEU Unit #710  
Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2007 Common Agreement.

**LETTER OF UNDERSTANDING 3**

**CAPS ON PLACEMENT ON SALARY GRID**

The Parties agree that, notwithstanding Sections 10-13 of the November 17, 2006 Protocol Agreement, local parties may table in local bargaining proposals concerning the adjustment or removal of caps on the placement of employees on the Provincial Salary Scale.

**LETTER OF UNDERSTANDING 4****PARTIAL SICK LEAVE AND PARTIAL DISABILITY BENEFITS**

The Parties agree that it is in the interests of both the employee and the employers to enable an employee to remain at work when the employee is only partially disabled.

“Partially disabled” for the purpose of this Letter of Understanding means that the employee is unable to do a portion of his/her normal workload where such portion is agreed by the employer to conform to the configuration of faculty workload in the employee’s instructional or non instructional areas and where the partial sick leave is in any event no greater than eighty percent (80%) of a full-time workload in that area. The application of this definition is subject to the employer’s legal duty of accommodation.

Determination of whether the employee is partially disabled as defined above shall be by the short-term disability benefits carrier.

An employee who is determined to be partially disabled will be entitled to sick leave under Article 9.3.2 on a pro-rated basis until the employee has satisfied the qualifying period for short-term disability benefits of the equivalent of thirty (30) complete calendar days. In any event, to qualify for short-term disability benefits the employee must complete the qualifying period within six (6) months of the date the employee commenced part-time sick leave.

Should the employee return to his/her full normal duties of his/her own occupation during this qualifying period for short-term disability benefits and then become disabled from the same or related disability within fourteen (14) consecutive calendar days after returning to full active employment, he/she will be considered to be within the same qualifying period.

The employee is required to meet all application, reporting, and other requirements provided for in this short-term and long-term disability benefits plans as applicable.

The carrier’s approval of a partial disability claim for sick leave continuation on a pro-rata basis does not in itself mean that the employee’s subsequent claims for short-term disability benefits will be automatically approved, nor does approval for short-term disability benefits mean that the employee’s subsequent claim for long-term disability benefits will be automatically approved.

Additional information on the processes and criteria for partial sick leave and partial disability benefits are set out in the document titled “Administration of Partial Sick Leave and Partial Disability Benefits”, which the Parties agree shall be part of the “Policies and Procedures” sections of the Disability Management Handbook for the common disability benefits plan set out in Article 9.3 of the Common Agreement.

**LETTER OF UNDERSTANDING 5****RESPECTFUL WORKING ENVIRONMENT****1. Preamble**

The Parties recognize that certain types of conduct in the workplace may be inappropriate and may result in negative effects such as increased sick leave usage, increased short and long term disability leaves, and decreased levels of performance. Examples of such conduct are inappropriate behaviour, personal conflict, and bullying.

**2. Mandate**

The Parties agree that the local parties, where mutually agreeable, may develop joint initiatives to inform and train employees and to enhance understanding on:

- (a) the identification and reduction of inappropriate conflict in the work place,
- (b) the effects of mental health issues in the workplace, and
- (c) the development and maintenance of a respectful workplace environment.

**3. Local Joint Process**

The Parties agree that the local parties may establish a local joint process, including a joint committee, to inform and train employees and to enhance understanding on the matters specified in Section 2 above.

**4. Expiry of this Letter**

This Letter of Understanding is in effect for the term of the Common Agreement commencing April 1, 2007, unless otherwise agreed by the Parties.

**LETTER OF UNDERSTANDING 6****COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND****1. Purpose**

- 1.1** The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

**2. Process**

- 2.1** The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

**3. Fund**

- 3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2** Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

**LETTER OF UNDERSTANDING 7****JOINT REVIEW PROCESS OF HEALTH AND WELFARE BENEFITS (ARTICLE 9.2 & 9.3)**

The Parties to this Agreement recognize that the cost of benefits must be contained to ensure the long term sustainability of benefit plans.

The Parties agree for the term of this Agreement to expand the mandate of the Joint Committee on Benefits Administration (JCBA) to examine the benefits plans and to make recommendations that relate to cost containment, cost efficiencies, and new measures for the maximization of current benefit resources to ensure the sustainability of health and welfare benefits. The health and welfare benefits to be included in the review include:

- Extended Health Care and Vision Care
- Dental Plan
- Group Life Insurance and Accidental Death and Dismemberment
- Sick leave, Short and Long-Term Disability

**Receipt of Reports and Recommendations**

The recommendations of the JCBA will be presented to the Parties according to the following schedule:

- 1) A preliminary report will be issued not later than twelve (12) months after the ratification of this Agreement;
- 2) A final report, including specific recommendations, will be issued not later than three (3) months after the preliminary report has been issued.

The JCBA's final report and recommendations will be referred to the Joint Administration and Dispute Resolution Committee for negotiation of a Letter of Understanding for the local parties' ratification.

The Parties agree that in the event that cost containment results in cost savings then a compensation tradeoff among benefits may be negotiated.

**Funding**

Subject to the agreement of the Parties at JADRC, and upon the recommendation of the JCBA, the employers will, if and when required, pay such reasonable costs of the Committee's work on this project as may exceed the amount specified in Article 9.1.5.

**LETTER OF UNDERSTANDING 8****VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS  
TO THE NVIT PARTIES**

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
  - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
    - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
    - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
    - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
    - 1.1.4 Requests under this Article will not be unreasonably denied.
  - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
  - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
  - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
  - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.11 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.10 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.



3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are “status” as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheque in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. Support staff salary: The parties agree to the following:
  - a) Effective April 1, 2007, the support staff will receive 2.1 % across the scale.
  - b) During the first year of the agreement (April 1, 2007 to March 31, 2008), the local parties will meet to negotiate the creation of a mutually agreed new salary grid and the process to move employees over to the new grid.
  - c) The new grid will be cost neutral and will be created from the value of the current support staff paygrids and the value of the negotiated compensation increase for 2008 – 2009 (2.1% of support staff salaries) plus the Labour Market Adjustment (LMA) funding. The LMA funding is an amount equal to 0.1% of total NVIT support staff salary effective April 1st of each of 2007, 2008, and 2009, with the allocation of such funding subject to PSEC approval and criteria.
  - d) A placement formula and classification system will be developed using the services of a mutually agreed professional third party compensation expert who will develop the plan in consultation with the local parties.
  - e) Any support staff employee, who as a result of the new salary grid is placed at a salary which is less than their current salary, that employee will be red circled at their salary of March 31, 2008 for the following year, and will then receive 2.1% for April 1, 2009 to March 31, 2010.
  - f) Upon completion and mutual agreement of the new salary grid and placement formula, new hires shall be placed on the new salary grid using the placement formula, and existing employees shall be moved onto the new grid April 1, 2008.
  - g) The salary grid will then increase by 2.1% effective April 1, 2009.
  - h) If there is no agreement by March 31, 2008, the 2007/08 salary scale will increase by 2.1 % on April 1, 2008 and by 2.1% on April 1, 2009.

**LETTER OF UNDERSTANDING 9****2001 LOCAL NEGOTIATIONS**

The parties agree that the following commitments as set out in the parties' March 30, 2001 joint Memorandum re "Local Negotiations" are continued as implemented at the applicable institutions during the term of the 2001-04 Common Agreement:

- Dental plan benefits coverage will be adjusted to ensure the coverage waiting period is no longer than three (3) months.
- Instructional assistant scales at Selkirk College will be adjusted to rates equivalent to eighty percent (80%) of the Provincial Salary Scale.
- In the event that a bargaining unit at Selkirk College opts to join the Disability Benefits Plan set up in Article 9.3, current employees as of March 31, 2002 will be entitled to non-recurring sick leave top-up of thirty percent (30%) of salary to a maximum of one hundred (100) days of sick leave top-up to be added to their short-term disability benefits.

The purpose of this Letter of Understanding is not to create new commitments or increases in benefits coverage but rather to confirm the continuation of such benefits increases as were specified in the joint Memorandum and that were implemented during the term of the 2001-04 Common Agreement.

**LETTER OF UNDERSTANDING 10**

**PROPOSALS MOVED TO LOCAL BARGAINING**

The Parties agree that the following proposals that were tabled but not agreed to at the Sectoral Table are subject to bargaining at local tables.

1. Academic Freedom
2. Allocation of Work

Should a local party advise the other local party that it wishes to table on one or both of these proposals in local bargaining, the proposal(s) shall be tabled in the most recent version in which the proposal was tabled at the Sectoral Table.

**LETTER OF UNDERSTANDING 11****BENEFITS ISSUES FOR DISCUSSION BY  
JOINT COMMITTEE ON BENEFITS ADMINISTRATION**

The Parties agree that the Joint Committee on Benefits Administration (JCBA) pursuant to its mandate under Article 9.1.2 of this Agreement shall review the following benefits with respect to whether any net zero improvements involving the benefits are possible:

- a) hearing aid benefit
- b) medical travel referral benefit
- c) laser eye surgery and contacts lenses
- d) professional services
- e) charge card for pharmaceuticals
- f) dental plan
- g) processing of short-term disability benefit claims

**LETTER OF UNDERSTANDING 12****SALARY STIPEND**

For those bargaining units whose members received the net zero salary stipend as set out in Appendix A of the 2004-07 Common Agreement, the Parties agree as follows:

1. The stipend shall be recorded in an Appendix in the Collective Agreement between the local parties that shows the annual value of the stipend applicable to each step of the Provincial Salary Scale,
2. The annual value of the stipend shall be as set out in Appendix A of the 2004-07 Common Agreement\* subject to:
  - a. any adjustment resulting from the application of the general wage increase to the Provincial Salary Scale, and
  - b. any change in the value of the stipend that the local parties may bargain on a net zero basis as part of bargaining their 2007-10 Collective Agreement.
3. The local Appendix shall include a statement that the stipend is deemed to be salary for pension and all other purposes.
4. Appendix A of the 2007-10 Common Agreement will be amended to delete reference to the salary stipend.

Note:

\* The net zero salary stipend for Northern Lights College and BCGEU shall be as has been agreed by those local parties in their 2004-07 Collective Agreement. The stipend shall be subject to the same requirements as noted in points 1, 2(a), 2(b), 3, and 4 above.

**LETTER OF UNDERSTANDING 13****FINANCIAL INCENTIVE**

Each member of the bargaining unit employed by the institution on the eligibility date as specified below shall receive an incentive one-time payment if the bargaining unit's Memorandum of Agreement for its 2007-10 Collective Agreement with its Employer is signed by the Union and the Employer by March 31, 2007.

The eligibility date for the incentive payment is either of the following dates as applicable:

- (a) February 28, 2007 if the local parties by that date have settled their 2007-2010 Collective Agreement pending the parties' ratification.

or

- (b) March 31, 2007 if the local parties have settled their 2007-10 Collective Agreement after February 28, 2007 and no later than March 31, 2007.

The incentive payment shall be four thousand dollars (\$ 4,000) for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
- short-term disability leave
- long-term disability or Workers' Compensation leave that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The Employer shall make every reasonable effort to make the incentive payment to employees no later than two months following the applicable eligibility date specified in (a) or (b) above.

**LETTER OF UNDERSTANDING 14****FISCAL DIVIDEND**

## THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2007 to March 31, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
3. The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
4. The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of a full-time employee workload, as defined in the parties' local provisions, that the employee worked over this period. For the purpose of calculating the amount of an employee's incentive payment, time spent by employees on paid leaves and the leaves listed below shall be considered as time worked:

- maternity or parental leave
  - short-term disability leave
  - long-term disability or Workers' Compensation leave that commenced between April 1, 2009 to March 31, 2010
5. The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.



**Common Agreement Negotiating Committees  
2007-2010**

**For the Employers:**

John Waters, Spokesperson, the Post-Secondary Employers' Association (PSEA)  
Ritu Rikhi, PSEA  
Shubhneet Ark, PSEA  
Ian Brindle, Camosun College  
Dan Bradshaw, College of New Caledonia  
Denis Kielly, College of the Rockies  
Marian Exmann, Douglas College  
Ken Tourand, Nicola Valley Institute of Technology  
Jen Holden, North Island College  
Greg Larsen, Northern Lights College  
Michael Schuster, Northwest Community College  
Chris Rawson, Okanagan College  
Louise Krohn, Selkirk College  
Gail Schmalz, Vancouver Community College

**For the Unions:**

George Davison, Co-Chair, FPSE, Local 3  
Jeff McKeil, Co-Spokesperson, FSPE Staff

Nanci Delayen, FPSE Local 1  
Sheldon Clare, FPSE Local 3  
Robin Wylie, FPSE Local 4  
Maureen Shaw, FPSE Local 5  
Velma McKay, FPSE Local 6  
Dominique Roelants, FPSE Local 8  
Doug Henderson, FPSE Local 10  
Rocque Berthiaume, FPSE Local 11  
Darryl Ainsley, FPSE Local 12  
Maggie Trebble, FPSE Local 15  
Paul Whyte, FPSE Local 16  
Sharon McIvor / Jamie Grismer, FPSE Local 19  
Craig Berggold, FPSE Local 22

Danny Bradford, Co-Chair, BCGEU  
David Streb, Co-Spokesperson, BCGEU

Steve Iverson, BCGEU Local 701  
Stuart Seifert, BCGEU Local 702  
Frank Thorogood, BCGEU Local 703  
Cam McRobb, BCGEU Local 707  
Al Walker, BCGEU Local 709  
John Turner, BCGEU Local 710  
Ian MacLean, BCGEU Local 712

# 2007

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# 2008

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# 2009

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#401 – 402 West Pender Street  
Vancouver, BC V6B 1T6  
Phone: 604.688.6210  
Fax: 604.688.6219

Vancouver Community College  
Human Resources  
Phone: 604.871.7010 (BWY)  
604.443.8312 (DTN)  
Fax: 604.871.7445