

COLLECTIVE AGREEMENT

THIS AGREEMENT, effective January 1, 1996, and entered into on January 26, 1996.

BETWEEN:

CAPILANO COLLEGE, in the Province of British Columbia,

(hereinafter called "THE COLLEGE" or "THE COLLEGE BOARD")

OF THE FIRST PART

AND:

THE CAPILANO COLLEGE FACULTY ASSOCIATION,
in the Province of British Columbia,

(hereinafter called "THE UNION")

OF THE SECOND PART

WHEREAS the College Board is an employer within the meaning of the *Labour Code of British Columbia*;

AND WHEREAS the Association is a Trade Union within the meaning of the said Code and is the bargaining authority for that group of employees engaged as instructors, instructional associates including language lab. monitors and native speakers, lab supervisors, librarians and advisors, including division chairpersons and co-ordinators, at Capilano College and its various centres;

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

Article 1 AGREEMENT

***1.1 Term and Reopener**

***1.1.1 Term**

This Agreement shall be binding on the respective parties from January 1, 1996, to March 31, 1998. 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.

***1.1.2 Reopener**

Following the signing of a provincial agreement or the receipt of its Budget Letter by the College, but in any case no later than May 31, 1996, the parties may agree to reopen this collective agreement and to renegotiate specific agreed provisions. If such negotiations are unsuccessful, the parties will refer the outstanding issues to an arbitrator pursuant to Article 5.3.1.1 for final and binding resolution

Not earlier than February 28, 1997, and not later than April 30, 1997, either party may cause the agreement to be reopened for negotiation on the issues of compensation, non-base funding Letter of Agreement, and workload. If the parties fail to achieve agreement in these negotiations, they will have access to all of the negotiation dispute resolution measures available under the *Labour Relations Code* of British Columbia. If either party reopens the agreement, no strike or lockout shall occur prior to August 15, 1997.

1.2 Legislation

Section 50 (2) of the *Labour Relations Code* shall not apply.

1.3 Contracts, Existing and Future

All faculty contracts signed prior to the signing of this Agreement shall continue in force for the term agreed upon in said contracts. Following signature of this Agreement, all its parts shall apply to such contracts.

1.4 Contracting Out

1.4.1 The College Board shall not contract out any of the duties and responsibilities reserved by this Agreement to the bargaining unit, except as herein provided.

1.4.2 The parties recognize and agree that there may be special situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work otherwise normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between the parties.

1.4.3 For purposes of this article, the parties agree that the duties and responsibilities reserved to the bargaining unit do not include the conducting of non-credit programs except as provided for in 2.3.2 and 6.15. These excluded programs involve learning activities which do not fall, by nature of objectives or depth of content, within the area of post-secondary programs offered by the Academic and Career/Vocational Divisions of the College.

1.4.4 Once annually, the College shall provide the Union with information on all subleasing or renting of space. Such information shall include anticipated subleasing or renting as known at the time of the report.

1.5 **Date of Contract**

Notwithstanding the provisions of 1.1.1 above, where this Agreement contains terms and conditions which are changed from those contained in the prior Agreement, such terms and conditions shall become effective on **January 1, 1996**, except where such changes are effective on the dates indicated in the particular article.

1.5.1 The following articles become effective on the dates indicated below:

<u>Article</u>	<u>Effective Date</u>
Changes to 9.4	Start of 1996-97 benefit year

1.5.2 The amount allocated to employees under Paid Educational Leaves (Article 10.4) shall be in accordance with the contract provisions in effect when the proposal was received and approved.

1.6 **File Information Release**

1.6.1 The College shall not release information contained within individual personnel or evaluation files without the written authority of the individual employee. In the case of information, the release of which is necessary to obtain bank loans and mortgages, the employee may provide the College with prior written authorization for such release.

1.6.2 Nothing in the above provision shall restrict the College in furtherance of the proper administration of this Agreement or in the reasonable and proper conduct of the College's affairs, and shall include, but not be limited to, the supply of statistical data to the Ministry of Education or other government bodies to which it is accountable and the supply of information to other educational institutions.

1.7 **Administrators Teaching**

1.7.1 Administrators may be assigned instructional duties with the following provisions:

- functional areas must have received their budgeted section allocations for the coming year prior to an administrator teaching proposal being made;
- work that would otherwise be assigned within the bargaining unit may not be assigned to an administrator;
- such assignments shall be made in accordance with the provisions of article 6.7.2.5 without the participation of the administrator in the consultative process;
- administrator's instructional qualifications shall be assessed through a search like process which, to the extent possible, will parallel that used for the hiring of instructional faculty;
- administrators holding instructional assignments shall be evaluated for those assignments in accordance with article 11.5 and recommendations of the evaluation committee shall be forwarded to the Union;
- such assignments shall not constitute contracting out as contemplated under article 1.4 of the collective agreement;
- such assignments shall not carry remuneration or benefits beyond the release from an equivalent amount of administrator duties. Such release is at the discretion of the College.
- instructional assignments to administrators will only occur after discussion and agreement between the Union and the College. The union will not unreasonably withhold its agreement to such assignments.

Article 2 **GENERAL**

For purposes of this Agreement, the following shall apply:

2.1 **Parties to Contract**

2.1.1 **Regular Employee**

A regular employee is an employee appointed to one of the terms defined in 11.4.1 and 11.4.2 of this Agreement.

2.1.2 **Regular Full-time Employee**

2.1.2.1 A regular full-time employee (RFT) shall be employed at a full duty load of 8 instructional sections or the equivalent, over an academic year, but may opt for a duty load pursuant to Article 2.1.2.2.

2.1.2.2 Less than a full duty load may be assigned on a basis agreed between the employee, the Co-ordinator and the Dean. Except as provided in article 2.1.2.2.1, less than a full duty load cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.4 is part of a duty load for the purposes of this clause. (See Article 2.8)

2.1.2.2.1 **Primary Care Giver Underload**

Less than a full duty load may be assigned for up to three consecutive academic years following the birth of an employee's child. Such assignment is only available to the child's primary care giver.

2.1.2.3 Where a regular full-time employee is entitled, having received a satisfactory evaluation, to a renewal of his/her RFT appointment, such renewal must be for a full duty load assignment unless the Reduction Sequence in 11.8 is employed.

2.1.2.4 With the permission of the Union and the College, an RFT employee may convert his/her status to RPT at an appointment level agreed to in writing by the employee, the Co-ordinator and the Dean. The reduction to RPT status must not result in an RPT position with an appointment level below four (4) sections. (See Article 2.8)

2.1.2.4.1 An R.F.T. employee who is approaching retirement, and who has had his/her appointment status converted to RPT under Article 2.1.2.3, shall continue to be considered an RFT employee for the purposes of Article 11.8.4.1.2. (See Article 2.8)

2.1.3 Regular Part-time Employee

- 2.1.3.1 A regular part-time employee (RPT) shall be employed for a minimum of one half of a full duty load over an academic year. Less than this minimum duty load may be assigned on a basis agreed between the employee, the Co-ordinator and the Dean. A duty load less than the regularized level of an RPT cannot be assigned for more than two consecutive academic years (see Article 2.8).
- 2.1.3.2 Where a regular part-time employee is entitled, having received a satisfactory evaluation, to a renewal of his/her RPT appointment, such renewal must be for his/her existing commitment level, unless the Regularization process in 11.7.1.2 and 11.7.4, or the Reduction Sequence in 11.8, is employed.
- 2.1.3.3 The parties agree that the College is under no obligation to renew RPT appointments for more than the minimum number of sections detailed above.
- 2.1.3.4 With the permission of the Union and the College, an RPT employee may reduce his/her status to a lower appointment level agreed to in writing by the employee, the Co-ordinator and the Dean. The reduction must not result in an RPT position with an appointment level below four (4) sections. (See Article 2.8)

2.1.4 Regular Limited Term Employee (see Article 2.8)

- 2.1.4.1 Subject to the provisions of 11.4, a Regular Appointment, not to be governed by 11.4.1 and 11.8, may be made for the purpose of replacing an employee who has been granted a leave of absence for one year or longer, or who has been reassigned to duties in another functional area within the College. Such Regular Limited Term appointments shall not be unreasonably withheld.
- 2.1.4.1.1 In exceptional circumstances where a programme or department requires unusual skills, credentials or experience on the part of faculty (e.g. a post baccalaureate programme), a Regular Limited Term appointment may be created with a term workload of one section or more. Such Regular Limited Term appointments shall not be unreasonably withheld.
- 2.1.4.2 Appointments made pursuant to this article are recognized as being for a limited term, the expiry of which is not subject to grievance.
- 2.1.4.2.1 Where a regular limited term (RLT) position carries more sections than are available to existing RPT employees, an RPT employee shall be offered the RLT position.

- 2.1.4.2.2 In the event that an RPT position is vacated by the operation of 2.1.4.2.1, an additional RLT position, with the same number of sections as the vacated RPT position, shall be created for the duration of the RLT position created under 2.1.4.2.1.
- 2.1.4.2.3 At the option of the functional area, and with the approval of the Dean, an RLT position which is not automatically filled by an RPT employee shall be filled after consideration of existing temporary employees only. If the position cannot be filled in this way, the normal search and selection processes shall obtain.
- 2.1.4.2.4 Any RLT employee who has vacated an RPT position for the purpose of assuming an RLT position is entitled upon the expiration of the RLT position to revert to his/her original RPT status. Any temporary employee who has filled an RLT position is likewise entitled to revert to temporary status upon the expiry of the RLT position.
- 2.1.4.2.5 If an RPT position is not reassumed as a consequence of 2.1.4.2.4, the resulting RPT vacancy shall be filled by the normal search and selection processes.
- 2.1.4.2.6 See also 11.4.2.

2.1.5 Temporary Employee

- 2.1.5.1 A temporary employee is one appointed to an appointment of employment pursuant to 11.4.3 of this Agreement.
- 2.1.5.2 Subject to the provisions of Articles 11.7.4.3.5.1.1 and 11.7.4.3.6.1, at the option of the functional area and with the approval of the Dean, the search process to fill a vacant regular position shall first consider only those temporary employees who have rights to a reappointment and who also have the required subject competency and/or qualifications for the position. If the position is not filled by this search, then the normal search and selection processes shall obtain. The Dean's approval as above mentioned shall not unreasonably be withheld.

2.1.6 Auxiliary Employee

2.1.6.1 An Auxiliary Employee is a member of the bargaining unit employed exclusively for the purposes of substitution for another employee for reasons of illness or other short-term emergency circumstances mutually agreed on between the Union and the College. The auxiliary employee’s appointment shall run no longer than the end of the term in which the employee is appointed.

2.1.6.2 Auxiliary employees are paid an hourly rate at Step 1 pursuant to Article 7.

2.1.6.3 Normal processes of appointment, evaluation and reappointment are not required for auxiliary employees.

2.1.7 Vice President

2.1.7.1 Where the term “Vice President” is used in the following specific articles, it shall be deemed to mean only an instructional Vice President, appropriate Dean or a person specifically designated by the Vice President or Dean to deal with specific situations:

2.1.2	6.8.6	8.3
2.1.3	6.10	8.4
2.1.4	6.11	10.5.2
5.6	6.12	11.1
6.2.2	6.15	11.3
6.4	7.4	11.4
6.7	7.6	11.6
6.8.3	8.2	11.7

2.1.7.2 Where the term “appropriate Dean” is used in 11.5.3.7, it shall be deemed to include the instructional Vice President, appropriate Dean or the College Librarian for the job classification described in 6.5 or for special appointees within the Media Centre.

2.1.7.3 Where the term “Vice President” is used in any provision of this Agreement not listed in 2.1.7.1 above, it shall be deemed to mean and include the President, appropriate Vice President, or other administrator not in the bargaining unit, as the context may require.

2.1.8 Employer

It is understood and agreed that for all purposes of this Agreement the Board of Capilano College is the Employer of all Capilano College employees.

2.1.9 Management

It is understood and agreed that for all purposes of this Agreement the Management of the College shall be deemed to mean the Board of Capilano College collectively, and any and all of the duly appointed administrators outside of the Union's bargaining unit.

2.2 Union Representatives, Recognition of

The College shall recognize the members of the Union Executive, Stewards, members of the Mediation Committee (5.2.2), and all persons authorized to act on behalf of the Union and shall not discriminate against those persons for carrying out duties proper to those positions in a lawful manner.

2.3 Extension Programmes and Services

2.3.1 Save and except as provided for in 2.3.2 and 6.15 this Agreement does not apply within Extension Programmes and Services to any person receiving an honorarium from the College for services rendered within Extension Programmes and Services.

2.3.2 Notwithstanding the above, and recognizing that Extension Programmes and Services course, programs and activities form part of the College curriculum, the College and the Union agree to the following operating principles:

2.3.2.1 Extension Programmes and Services courses, programs and activities form part of the college curriculum and as such are subject to constraints, responsibilities, time lines, review, and standards consistent with those applied to the credit curriculum of the college. The College undertakes to provide a standard of administrative and instructional support consistent with that provided for other offerings of the College.

2.3.2.2 Those activities designated as Extension Programmes and Services which are related to the disciplines within bargaining unit work must undergo an approval process to ensure course quality and to ensure that such activities do not duplicate or supplant existing courses which compose bargaining unit work. Activities will be vetted by instructional areas and will be subject to recommendation by the Educational Council or its successor.

2.3.2.3 For Extension Programmes and Services activities which are related to the disciplines within the bargaining unit work, the processes of staffing and assignment of duties shall be consistent with the processes specified in 11.3 and 6.8 respectively. The procedures for selection of instructors shall be consistent with that which is applicable to other offerings of the College.

2.3.2.4 The evaluation of instructors of Extension Programmes and Services activities which are related to the disciplines within bargaining unit work shall be consistent with the criteria in 11.5.2. Evaluations of Extension Programmes and Services instructors shall have effect only with respect to reappointment to Extension Programmes and Services activities.

2.4 **Terms and Interpretation**

2.4.1 **Terms**

Except where specific definitions of words, terms or phrases are expressly provided within the specific provisions of this Agreement, the following definitions shall be used to establish the intent and meaning of the language of this Agreement:

“academic year” - shall be defined as the period from August 1st to the following July 31st.

“agreement” - means the entirety of the current collective agreement entered into between the Union and the College, including the appendices and any alteration or amendment which may from time to time be mutually agreed to by the parties and specifically incorporated into the Agreement.

“appointment” - a commitment by the College to employ an individual in a position. The outcome of an appointment is that an employee occupies or continues to occupy a position as a result of Articles 11.3, 11.4 and 11.5 (Faculty Appointments, Appointments, and Evaluation Procedures)

“approaching retirement” - means an employee with ten (10) full time equivalent years' experience in the British Columbia community college system and who is age 55 or older.

“assignments” - means the workload assigned to an employee measured in sections or section equivalencies.

“auxiliary employee” - has the meaning of 2.1.6.1.

“commitment level” - for regular employees “commitment level” means the minimum assignment to be given on an ongoing basis each academic year, unless altered through the use of Articles 11.5, 11.6, 11.7 or 11.8 (Evaluation, Termination and Suspension, Regularization and Reduction).

“department consultation” - means consultation by the Co-ordinator of a functional area with the members of that functional area in order to achieve a consensus from those members.

“discharge or dismissal” - means the bringing to an end of employment for disciplinary reasons.

“employee” - means only those employees of the College who are within the scope of the bargaining unit as described in Article 3.1 including any temporary employee not currently assigned who has reappointment rights. An employee does not cease to be an employee by virtue of being on any authorized leave under this Agreement.

“Extension Programmes and Services” - is the successor term to define that part of the College’s operation previously known as “Community Education.”

“full duty load” - means eight (8) instructional sections, or the equivalent, over an academic year.

“instructional term” or **“academic term”** - means the time from the first day of regularly-scheduled classes to the day final grades are due, a period not to exceed sixteen weeks. This period may be extended by the Dean for the purposes of submission of final grades.

“position” - a job or amount of work being performed, or expected to be performed, by an employee. A position is qualified by status (Auxiliary, Temporary, or Regular), classification (see Article 6), commitment level, and functional area. A position occupied by an employee does not necessarily cease to exist as a result of that employee ceasing to have an employment relationship with the College.

“present” - means a state of being of a fact or circumstance which existed at the time of execution of the Agreement.

“programs” - an organized and distinct group of related courses.

“regular employee” - has the meaning of 2.1.1.

“regular full-time employee” (RFT) - means a regular employee with a commitment level of a full duty load.

“regular limited term employee” (RLT) - means a regular employee appointed to a regular limited term appointment as described in Articles 2.1.4 and 11.4.2. Regular limited term employees are either full-time (RLTFT) or part-time (RLTPT).

“regular part-time employee” (RPT) - means a regular employee with a minimum commitment level of one half of a full duty load, but less than a full duty load, over an academic year.

“regularization” - has the meaning of 11.7.

“retiree” - means a recipient of a pension under the *College Pension Act* who was previously employed by Capilano College, or a former employee of Capilano College, with a minimum period of employment at the College of ten (10) FTE years, who has retired from work.

“satisfactory evaluation” - means an evaluation without extension of probation, alerting and guidance, non-renewal of contract, or termination.

“sub-administrator” - shall mean the members of the bargaining unit who serve as Co-ordinators.

“suspension” - means the temporary removal of an employee from active employment for disciplinary reasons.

“temporary employee” - has the meaning of 2.1.5.1.

“working days” - where this phrase is used to designate a time span for purposes of giving a notice, or relative to specific action or a required response by the parties to the Agreement, it shall be taken to intend the exclusion of calendar weekends and all statutory holidays included in 9.2.

2.4.2 Interpretation

Where no specific definition of a word, term or phrase is expressly provided in this Agreement, such word, term, or phrase shall be interpreted objectively, not subjectively, and according to common and normal grammatical usage.

2.5 Collegial Model

2.5.1 The College supports a collegial model of administration which encourages decisions to be made by appropriate functional areas. The College supports a sub-administrative structure of co-ordinator positions to facilitate effective decision making at the functional area level and to enable the views of faculty to be known and considered with respect to educational policies and practices, and decisions made by the College.

2.5.2 The College endorses a collegial working environment whereby faculty and management personnel endeavour to work collectively to serve the overall

best interest and needs of the College Community. Therefore, the College shall fund a reasonable number of sub-administrative release sections for co-ordination to be assigned pursuant to article 11.1 in order that a collegial working environment be facilitated and that the duties and responsibilities of co-ordinators, as set out in article 6.7 and other applicable articles, be properly discharged.

- 2.5.3 The Vice President and Deans shall consult with a functional area through the Co-ordinator of the functional area.

2.6 The “Consultative Process”

- 2.6.1 Where the “consultative process” is referred to in this Agreement, it shall be understood to mean the following process:

2.6.1.1 A meeting to consult, to discuss and, where possible, to resolve the issue is called and the announcement of that meeting shall be issued to all who have a right to attend the meeting.

2.6.1.2 Should an employee be unable to attend the meeting, the co-ordinator and the employee may consult on the issue in advance of the meeting.

2.6.1.3 The results of the meeting will be communicated to the appropriate Dean.

2.7 Professional Representation

The Capilano College Faculty Association is recognized as having an interest in the professional lives of its members.

2.8 Decision Making Model

2.8.1 This model applies only to those decisions and determinations listed in tables 1 and 2 below. Other decisions or determinations may be added to these tables by agreement of the Joint Standing Committee.

2.8.1.1 This model is predicated upon a belief that indicated recommending bodies are usually best positioned and qualified to make the following decisions and determinations. It is in the interests of both parties to ensure a timely process for making fair and reasoned decisions that are in accordance with statutory obligations, collective agreements, and established College policies.

2.8.2 Decisions

2.8.2.1 Recommendations of a functional area, co-ordinator or a committee created under the collective agreement shall become binding decisions unless the

appropriate administrator intervenes to refuse them. It is the responsibility of the functional area, co-ordinator or committee to notify the appropriate administrator of the decision in a timely fashion. The default recommendation shall indicate the date of the decision, the date of expected implementation, and the date the notice was forwarded to the appropriate Dean. The appropriate administrator may intervene, in a timely fashion, to refuse such a recommendation only if he or she determines that the recommendation is contrary to one, or more, of the following:

1. the collective agreements
2. established College policies
3. established functional area policies (see 2.8.2.7.8.1)
4. established functional area budgets
5. College statutory obligations
6. time tabling requirements
7. space/facility/equipment limitations
8. essential program requirements
9. competency requirements
10. established committee policies (see table 1 below for committees)

In addition to the above criteria, the appropriate administrator may also act without a recommendation when such a recommendation is not available, or cannot be available, in a timely manner.

The appropriate administrator may also refuse a recommendation of a functional area, co-ordinator or committee if he/she believes it to be unreasonable.

In this Article, a timely fashion is one that, as applicable, allows a sufficient period of time for the administrator to review the recommendation and, if necessary, refuse it before the recommendation is implemented, while ensuring that the operational needs of the College are met, or that allows the functional area, co-ordinator, or committee to proceed to implement the recommendation within a reasonable time period in order to meet the operational needs of the College.

- 2.8.2.2 Functional areas with six, or fewer, members shall not have access to this decision making model for those decisions identified by asterisks in Table 1 below.
- 2.8.2.3 For the purposes of Article 2.8, established College Policies may only be created or changed after full consultation under the collective agreement.
- 2.8.2.4 Functional area policies may only be created or changed by the functional area after full consultation with the appropriate administrator.

2.8.2.5

Table 1: Decisions

Recommendation Concerning	Recommending Body
Challenge Decision	Challenge Committee
Course Cancellation Allowance	Co-ordinator
Course Outlines	Co-ordinator
Number of Different Preparations	Co-ordinator
Office Hour Scheduling	Co-ordinator
Posting Content	Co-ordinator
Search Committee Est.	Co-ordinator
Student Overload Comp.	Co-ordinator
Vacation Scheduling	Co-ordinator
Waiver of Hour Restrictions	Co-ordinator
Workload Averaging	Co-ordinator
Committee Policy Creation and Changes	Committees (per Table 1)
Workload Review	Equivalent Workload Cttee
Assignment	Functional Area
Co-ordinator Removal	Functional Area
Co-ordinator Selection	Functional Area
Exceptional Sections	Functional Area
Faculty Exchanges*	Functional Area
Functional Area Operating Expense Budget Distribution	Functional Area
Functional Area Policy Creation and Changes	Functional Area
Increased RPT Commitment Level	Functional Area
Independent Study Sections	Functional Area
Overloads	Functional Area
Personal Leave Approval*	Functional Area
Professional Development Proposal	Functional Area
Professional Development Report	Functional Area
Reassignment	Functional Area
RLT Creation*	Functional Area
RLT Selection*	Functional Area
Scheduled Hours Delivered*	Functional Area
Special and Equivalent Workloads	Functional Area
Timetabling	Functional Area
Underloads	Functional Area
Unpaid Educational Leave Approval*	Functional Area
Voluntary Reduction in Regular Status	Functional Area
PEL Awarding	PEL Committee
Scale Placement Appeals	Placement Review Cttee

2.8.2.6

Determinations

- 2.8.2.6.1 Some areas of the collective agreement require a determination to be made rather than a decision. When a recommending body makes a recommendation about a determination to the appropriate administrator, the administrator may refuse the recommendation only when he or she can demonstrate that the determination of the functional area was incorrect.

2.8.2.6.2 Table 2: Determinations

Determination Concerning	Determiner
Sick Leave	Co-ordinator
Parental Leave (all)	Co-ordinator
Bereavement Leave	Co-ordinator

2.8.2.7 Complaints and Grievances Under the Decision Making Model

2.8.2.7.1 Administrator Acts on Own Volition

- 2.8.2.7.1.1 When an administrator acts on his or her own volition to refuse a recommendation or determination above, or acts without a recommendation, the refusal or action is subject to review through the provisions of the grievance/arbitration language of the collective agreement. In such a case, the onus rests with the College to show that the recommendation was contrary to one or more of the specified criteria or that the recommendation was unreasonable or that the recommendation was absent or untimely.

2.8.2.7.2 Time Limit for Complaint

- 2.8.2.7.2.1 If an affected employee disagrees with a recommendation he/she may file a formal complaint against the recommendation with the appropriate administrator. Such a complaint must be filed within ten working days of the employee's first becoming aware of the decision, or within ten working days of the date upon which the employee could reasonably have been expected to have been aware of the decision. If the employee does not file a formal complaint within the ten working days he/she cannot grieve.

2.8.2.7.3 Dispute Resolution Committee

- 2.8.2.7.3.1 When the appropriate administrator receives a formal complaint within the ten working days cited above, he/she will refer the complaint to the faculty dispute resolution committee and will advise the committee of the necessary timelines for resolution of the complaint. The CCFA shall appoint all members to the faculty dispute resolution committee. The committee shall attempt to resolve the disagreement between the faculty member and the recommending body.

2.8.2.7.3.2 Timelines for filing a grievance on the dispute will be suspended while this faculty committee attempts to resolve the disagreement. The College will delay acting upon the recommendation until the committee reports its outcomes or recommendations, unless it is operationally unable to do so.

2.8.2.7.4 Committee Resolution of Dispute

2.8.2.7.4.1 The recommending body and the complainant may agree to resolve the dispute by agreeing with or changing the recommendation. When a dispute is so resolved by changing a recommendation, it becomes a new recommendation which the original complainant may not dispute. No further action is required on the complaint by the appropriate administrator unless another employee files a complaint against the new recommendation.

2.8.2.7.5 Failure to Resolve Dispute

2.8.2.7.5.1 When the faculty dispute resolution committee reports that no mutually agreeable resolution is possible between the complainant and the recommending body, or when no report is forthcoming within the prescribed period of time, the appropriate administrator shall refer the matter back to the recommending body for review. The recommending body shall review the recommendation in light of the formal complaint, the comments, if any, of the faculty dispute resolution committee and comments, if any, from the appropriate administrator. Upon completion of the review, the recommending body shall make a new recommendation or confirm the original recommendation.

2.8.2.7.6 Administrator Accepts Recommendation

2.8.2.7.6.1 If, after the second review, the appropriate administrator accepts the recommendation of the recommending body, the affected employee may grieve the decision. When the complaint process, as outlined in paragraphs 3, 4, and 5 above, has been followed, the grounds for such a grievance are limited to an allegation that the collective agreement has been violated by the final decision. The process of reaching the original decision is not grievable. The College's failure to properly follow the Complaint Process is grievable. In any grievance arising under this provision the onus rests with the employee. Information gathered as part of the Complaint Process is admissible as part of a subsequent grievance.

2.8.2.7.7 Administrator Rejects Recommendation

2.8.2.7.7.1 If, after the second review, the appropriate administrator's decision differs from the recommendation of the recommending body and there is a resulting grievance, the onus of showing that the recommendation was contrary to the criteria in 2.8.2.1, or was unreasonable, rests with the College.

2.8.2.7.8 Definition of Functional Area

2.8.2.7.8.1 For the purposes of this decision making model, the term "functional area" is intended to denote the largest area directly involved with and impacted by the decision. "Functional areas" include, but are not limited to, the following:

Divisions
Minor Divisions
Co-ordinated Areas
Departments

Article 3 **BARGAINING UNIT**

3.1 Except where otherwise expressly provided in this Agreement, the bargaining unit shall comprise all employees included in the bargaining unit as in the Certification issued by the (then) Labour Relations Board of British Columbia on November 27, 1973 as well as those employees not covered by the certification of the Office and Professional Employees' International Union, Local No. 378, or excluded from either union certification under the provisions of the Labour Relations Code. The College recognizes the Union as the sole bargaining agent for all such employees.

3.2 **Union Dues**

3.2.1 The College shall deduct from all employees an amount equal to the monthly dues of the Union, upon receipt of a written assignment for this purpose from the employee (see Appendix A, "Assignment of Wages, Check-Off of Union Dues and Assessments").

3.2.2 No person shall be deemed to be an employee unless the letter of acceptance and aforementioned Assignment of Wages has been completed, signed and received by the College within ten (10) working days of the commencement of duties.

3.2.3 The College shall deduct the monthly dues as authorized following the employee's authorization. The College shall forward the collected dues, by cheque, to the Treasurer of the Union by the fifteenth of the month following the deduction.

3.2.4 The Union shall advise the College in writing of all dues required by the Union. The Union recognizes and agrees that the College's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law and by the valid assignment of each employee. Further, when any change is made by the Union in the amount of dues to be deducted, the College shall not be obliged to make the new deductions until the pay period following that in which written notice of the change was received.

3.2.5 The Union agrees that should any employee revoke his/her Assignment of Wages, the College must forthwith cease to make such deductions. The College will provide the Union with a copy of any revocation of Assignment of Wages received. Any action other than that specified in 3.2.7 taken as a consequence of such revocation shall be taken only upon the written instructions of the Union.

3.2.6 The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action taken or not taken by the College for the purposes of complying with any provision of this Article.

3.2.7 The College agrees that where an existing employee refuses to pay dues to the Union, or revokes his/her authorization, or refuses to provide such an authorization, the employee's appointment cannot be renewed or continued beyond the end of the current semester.

3.2.8 Employees are at liberty to apply to join the Union or not.

3.3 Use of College Facilities by the Union

3.3.1 Meeting space will be provided free of charge on a basis of booking priority, subject to *bona fide* educational requirements of the institution.

3.3.2 Subject to the *bona fide* educational priorities of the College, other facilities such as the use of equipment and services will be charged to the Union on the same basis as the cost of similar facilities is charged against the departments or instructional areas.

3.3.3 Instructional activities and duties shall be scheduled in a manner which ensures two two-hour periods per month, between 0900 and 1800 Monday through Thursday, being free to allow employees to attend Union meetings. The Union shall be advised of the schedule by March 1 each year.

3.4 Picket Lines

3.4.1 All employees have the right to refuse to cross a picket line which has not been declared illegal by a court or the Labour Relations Board, which arises out of a dispute as defined in the *Labour Relations Code*. An employee refusing to cross such a picket line shall not be reprimanded, penalized or dismissed for such refusal. If an employee is apprehensive for his/her personal safety there shall not be any reprimand, penalty or dismissal for failure to cross an illegal picket line.

3.4.2 Failure to cross a picket line encountered in carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action.

3.4.3 Employees should not expect to receive pay for work not performed in exercising any right given by the clause.

- 3.4.4 Subject to 9.10, and in the following manner, the College shall maintain benefit plan coverages (per 9.4, 9.5, and 9.9) where employees are not actively working by reason for any strike or lockout affecting the college:
 - 3.4.4.1 for the first continuous one (1) month, based on a continuation of the contractually based premium cost ratio;
 - 3.4.4.2 Thereafter, for so long as employees remit to the college on a monthly basis 100% of premium costs.

3.5 Duty to Notify Union of Workloads

- 3.5.1 The College shall provide the Union with the workload assignment for each employee within eight (8) weeks of the commencement of each term, and shall provide a revised workload assignment for each employee whose workload is changed.
- 3.5.2 The notification to the union of the workload assignment shall indicate the employee's appointment status and those individual arrangements made with an employee pursuant to the provisions contained within 2.1.2, 2.1.3, 6.2.2.1, 6.2.2.3, 6.2.2.6, 6.2.2.7, 6.8.6, 6.13, 6.14.
- 3.5.3 Where individual arrangements are made with an employee pursuant to the foregoing provisions, the arrangements will be confirmed in writing by the College to the employee.
- 3.5.4 Notwithstanding the above, the College shall provide the Union with a copy of the appointment letter for Special Appointees.

3.6 Duty to Provide Copies of Agreement

- 3.6.1 Within sixty (60) days of execution of the Collective Agreement the College shall provide a copy of the Agreement to each member of the bargaining unit.
- 3.6.2 The College shall provide a copy of the current Collective Agreement to each prospective employee at such time as the prospective employee is requested to sign the "Assignment of Wages" mentioned in 3.2.
- 3.6.3 The Union and the College will share equally in the cost of executing Article 3.6.1. The cost of executing Article 3.6.2 will be the sole responsibility of the College.

3.7 Financial Information

- 3.7.1 The College and the Union agree that, in the interests of open administration, the College will not unreasonably withhold financial information from the Union.
- 3.7.1.1 Without limiting the generality of the foregoing, the College will provide financial documents of public record and documentation relative to the preparation of budgets; this provision will be coincident with the provision of this documentation to internal consultative bodies.
- 3.7.1.2 Additional financial information requested by the Union will be provided without unreasonable delay.

3.8 Duty to Notify Union Regarding Positions

- 3.8.1 The College shall provide the Union with notices of all vacancies in positions within the bargaining unit as they arise, and notice of all appointments as they are made.
- 3.8.1.1 Notification of vacancies shall be forwarded to the union at the time of or before the publication date; notices of vacancies shall also be posted on College notice boards.
- 3.8.1.2 If a position is not to be filled or is not to be continued, the College shall so advise the Union with explanation.
- 3.8.1.3 Notification of college-wide positions to be filled by assignment or reassignment shall be given to the Union and shall be posted on College notice boards.
- 3.8.1.4.1 When release sections become available within a functional area or Division for duties other than those of the Co-ordinator, all members of the functional area shall be notified and shall be eligible to apply for assignments or reassignment to these sections.
- 3.8.1.4.2 The appropriate Co-ordinator and/or Dean shall ensure a consultative process for the assignment or reassignment of these release sections.
- 3.8.2 All notices and postings shall include the following information:
 - 3.8.2.1 The status of the position (i.e., whether it is regular, regular limited term, temporary, or auxiliary).

- 3.8.2.2 The classification of the position (i.e. whether it is instructor, counsellor, instructional associate (conversation monitor or language lab. monitor), private music instructor, laboratory supervisor, librarian or special appointee).
- 3.8.2.3 The functional area, title, and a short description of the duties of the position.
- 3.8.2.4 The required qualifications.
- 3.8.2.5 The minimum level of work and whether or not it is full-time or part-time and, if part-time, the proportion of a full-time position.
- 3.8.2.6 The start date, deadline for applications, and any other relevant information.

3.9 Information to be Routinely Provided to Union

- 3.9.1 Once per term the College shall provide to the Union a list of employees within the bargaining unit setting out the employees:
- 3.9.1.1 • address
 - 3.9.1.2 • telephone number
 - 3.9.1.3 • payroll number
 - 3.9.1.4 • pay grade and job classification
 - 3.9.1.4 • department.
- 3.9.2 Once per month the College shall provide to the Union the names of employees hired, promoted, transferred, discharged, on Workers' Compensation, absent due to illness or injury and all employees who have left the employ of the College who fall within the bargaining unit description. With respect to employees who have been hired or promoted, the College shall also submit a list of the employee's academic and job qualifications.
- 3.9.3 Once per year the College shall provide the Union with a list of employees within the bargaining unit setting out their seniority in terms of sections worked.

3.10 Waiver of Fees

- 3.10.1 Except as noted below, the College shall waive all tuition costs of credit courses taken at the College by employees, and shall waive all tuition costs of

three credit-free courses taken per year at the College by all Regular employees.

3.10.1.1 The College shall waive all tuition costs of credit courses taken at the College by retirees, providing:

- i) there is surplus capacity in the courses;
- ii) the retiree's enrolment attracts no additional costs to the College, and
- iii) the retiree's enrolment does not cause any instructor to exceed the average number of students in Article 6.2.2.1.1.

The instructor, co-ordinator and Vice-President must agree to the enrolment of retirees in courses with no surplus capacity. Where an instructor agrees to the enrolment of a retiree, the retiree shall not be considered to be a student for the purposes of Article 6.2.2.1. Surplus capacity exists if after the last day for students to add courses the course does not have an enrolment equal to the maximum shown in the College's registration system. The amount of surplus capacity shall be the difference between the number of non-retiree students enrolled and the maximum number of students allowed. This provision does not apply to the ElderCollege.

3.10.2 Nothing in the foregoing shall be construed as limiting in any fashion the College's right to cancel any course at its discretion. In the case of credit-free courses, the employee shall be entitled to the waiver only after the minimum enrolment has been met by fee payers.

3.11 Rights Under Collective Agreement

3.11.1 The College shall not discriminate against employees for exercising their rights under this collective agreement.

Article 4 **JOINT STANDING COMMITTEE**

- 4.1 There shall be established for the life of this Agreement a Joint Standing Committee composed of the President of the College or his/her designate and the President of the Faculty Association or his/her designate and one additional member appointed by the College and the Faculty Association. In addition, there shall be one alternate representing each party. At each meeting of the Committee, the parties shall each designate which of their two representatives shall be their voting member for that meeting.
- 4.2 Of the two representatives representing each party, one shall be a co-chairperson and another an alternate co-chairperson. The College co-chairperson and the Faculty Association co-chairperson shall alternate in presiding over meetings.
- 4.3 The Committee may, by an affirmative vote, call upon additional persons for technical information or advice. The Committee may also establish ad hoc subcommittees as it deems necessary, and shall set guidelines and operating procedures for such subcommittees.
- 4.4 All decisions, including 4.3 above, of the Committee shall be by majority vote.
- 4.5 The Committee shall meet at the call of either party at a mutually agreeable time and place. The quorum for a meeting shall be one College representative and one Faculty Association representative.
- 4.6 The Committee shall have the power to make final and binding decisions only on matters specifically agreed to in this Agreement and on any other matters specifically referred to it by mutual agreement of the College and the Faculty Association. Where the Committee cannot agree, the matter shall be referred back to the parties.
- 4.7 The Committee shall submit recommendations to the parties on other matters specifically referred to it by mutual agreement of the College and the Faculty Association, including reviewing matters, other than grievances or complaints under statutes, relating to the maintenance of good relations between the parties.

Article 5 **GRIEVANCE AND ARBITRATION****5.1** **Grievance - Definition**

A grievance shall be defined as any dispute or controversy between the College and the Union or between the College and one or more of its employees covered by this Agreement, in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; any matter affecting or involving employees covered by and arising out of this Agreement; or any question as to whether any matter is grievable or arbitrable.

5.2 **Procedure**

All grievances shall be resolved without work stoppage, and the stages will be undertaken without delay, as hereinafter provided:

5.2.1 **Stage I**

5.2.1.1 Any attempt to settle any difference shall be made by discussion between the grieving party and the party grieved against. This stage shall not exceed seven (7) calendar days and shall be commenced within thirty (30) calendar days after the cause of difference. An individual employee must be accompanied by a Union representative in the conduct of his/her grievance. At the grievor's option, the Union representative may be a member of the Union's executive or a Union steward.

5.2.1.2 Stage I for Group, Union and Policy grievances shall be a referral to the Joint Standing Committee. The time limit for initiating a Group, Union or Policy grievance shall be ninety (90) working days after the cause of the difference. This stage shall not exceed fourteen (14) calendar days.

5.2.2 **Stage II**

5.2.2.1 If Stage I fails to resolve the grievance, the grievance may be referred to the Mediation Committee in writing by any party. The purpose of the Committee is to resolve the grievance to the satisfaction of both parties. To this end, the Committee shall bring the parties together and shall actively pursue possible compromises without jeopardizing the rights of any solutions or parties under the Agreement. This stage shall not exceed fourteen (14) calendar days from the date of referral.

5.2.2.2 An individual employee must be accompanied by a Union representative in the conduct of his/her grievance. At the Grievor's option, the Union

representative may be a member of the Union's executive or a Union steward.

- 5.2.2.3 The Mediation Committee shall consist of two (2) nominees of the President and two (2) nominees of the Union. The Committee shall state its findings in writing to the grievor and shall include the positions of the majority and the minority where applicable. The Committee's findings shall not be binding on any party to the grievance.

5.2.3 Stage III

- 5.2.3.1 If Stage II fails, the grievance may be referred by either party to this Agreement to the President of the Union or his/her delegate and to the President or his/her delegate who shall endeavour to settle the grievance. If such reference is made, the grieving party shall present them a statement in writing to what the party considers the grievance to be. This stage shall not exceed seven (7) calendar days and shall conclude with a brief written statement or statements of position.

- 5.2.3.2 For the purposes of Stage III, the referral must be initiated by the Union on behalf of the employee.

5.2.4 Stage IV

- 5.2.4.1 If a resolution of the grievance has not been accomplished by the conclusion of Stage III, either party to the Agreement may elect to settle the dispute by arbitration. An individual employee may not refer a matter to arbitration.

- 5.2.4.2 In such cases, the party shall notify the other party of its intention to submit the matter to arbitration by sending, via registered mail, the questions it will submit to arbitration to both the arbitrator and the other party.

5.3 Arbitration

5.3.1 Arbitrators

- 5.3.1.1 The arbitration shall consist of a single arbitrator selected by the agreement between the parties. The arbitrator shall be selected on a rotational basis, depending on availability, from the following list of "Arbitrators and Appeal Board Chairpersons":

Mark Thompson
Emily Burke

Stephen Kelleher
Lynn Smith

5.3.1.2 The decision of the Arbitrator, to be made in writing, shall be final and binding on both parties. This decision shall be made and transmitted to both parties within twenty-one (21) calendar days from the completion of the arbitration hearings.

5.3.2 Expenses of Arbitration

Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of the Arbitrator, and of stenographic and other expenses of the Arbitration Board, shall be divided equally between the Union and the College.

5.4 Time Limits

5.4.1 The party wishing to advance the grievance to a succeeding step shall do so by notifying the other party in writing. The time limits applicable to such notices are as follows:

5.4.1.1 From Stage I to Stage II - Not later than seven (7) calendar days from the expiration of the previous stage.

5.4.1.2 From Stage II to Stage III - Not later than fourteen (14) calendar days from the expiration of the previous stage.

5.4.1.3 From Stage III to Stage IV - Not later than fourteen (14) calendar days from the expiration of the previous stage.

5.4.2 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.

5.4.3 The time limits prescribed for the performance of any step in the Grievance Procedure must be adhered to by all parties to this Agreement and may be extended by mutual agreement between the Union and the College. The days after May 31, and before September 1, shall not be counted as part of the working days for the purposes of applying the time limits in a grievance.

5.4.4 If a grievance has not been resolved within the time period specified for any step of the Grievance Procedure and the time limit has not been extended by mutual agreement, the grievance shall proceed immediately to the next step in the Grievance Procedure by delivery of the notice specified in 5.4 above.

5.5 Written References and Statements

Written references of the grievance from one stage to another and statements and replies thereto are without prejudice in any arbitration of the issue.

5.6 Handling Of and Participation In Grievances and Arbitrations

5.6.1 Absence from duties shall be permitted where it is required in connection with the handling of, or participation in, a grievance or arbitration provided that permission is received in advance from the appropriate Co-ordinator and Dean. Such permission shall not be unreasonably withheld. Time spent in the handling of, or participation in, grievances or arbitrations shall be considered time worked.

5.6.2 The provisions of 5.6.1 apply only to those members expressly identified as being involved in and integral to the procedures of Grievance and Arbitration, including witnesses.

Article 6 **EMPLOYEES: CLASSIFICATION, DUTIES, RESPONSIBILITIES, WORKLOAD, RIGHTS, PROFESSIONAL DEVELOPMENT**

6.1 **Counsellors**

6.1.1 **Duties and Responsibilities**

The following functions are included in the duties and responsibilities of a Counsellor:

- 6.1.1.1 Perform individual vocational, academic, personal and group counselling with:
 - 6.1.1.1.1 all students who seek assistance;
 - 6.1.1.1.2 students referred by College staff, employees, administrators and other students;
 - 6.1.1.1.3 members of the community.
- 6.1.1.2 Provide vocational and academic information to students, staff and employees within the College and to secondary school students in the College District.
- 6.1.1.3 Identify the need of individual students and advise and/or arrange for an appropriate referral as circumstances require.
- 6.1.1.4 Conduct various group counselling programs.
- 6.1.1.5 Counsel referrals from instructors or admission staff during pre-registration.
- 6.1.1.6 Professional development.
- 6.1.1.7 Undertake assignments during day and/or evening hours in Lynnmour and non-Lynnmour locations as part of the normal counselling duties.
- 6.1.1.8 Fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.1.1.9 Other functions and responsibilities ancillary to the above as assigned.

6.1.2 Workload

Counsellors shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development.

6.2 Instructors

6.2.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of instructors:

- 6.2.1.1 To teach within their areas of competency, the subject matter and/or skills required in College programs.
- 6.2.1.2 To be available to students for consultation and/or discussion outside of classroom hours.
- 6.2.1.3 To undertake scheduled instructional assignments, course and program preparation, student tutorials, marking, assessing, and advising.
- 6.2.1.4 To make such evaluation and/or appraisals of students as may be required, using only such criteria as are relevant to the course objectives, and to keep any records required for this purpose.
- 6.2.1.5 To maintain professional competence and qualifications in appropriate fields of study, and to keep up to date with developments in these fields.
- 6.2.1.6 To recommend library and other acquisitions and/or where appropriate, to ensure the maintenance of inventory, equipment, or laboratory facilities at an appropriate standard.
- 6.2.1.7 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.2.1.8 To undertake assignments during day and/or evening classes in Lynnmour and non-Lynnmour locations as part of the regular teaching load.
- 6.2.1.9 Other functions and responsibilities ancillary to the above as assigned.

6.2.2 Workload

6.2.2.1 Number of Students

6.2.2.1.1 Except as herein provided, Instructors shall have no more than an average of thirty-five (35) students per instructional section, averaged over all instructional sections assigned to the instructor, at any time.

6.2.2.1.2 The parties agree that every effort will be made to eliminate overload arrangements which require an Instructor to have more than the maximum average number of students provided herein. Where an overload arrangement is necessary, the arrangements must be agreeable to the Instructor, the Co-ordinator and the Dean. Such arrangements may or may not include an agreement that the student overload will be compensated. The College will not be liable for any overload payments to instructors unless a specific agreement to make such payments has been made by the Dean in advance of the overload occurring. An instructor may not admit overload students without the prior approval of the Dean.

6.2.2.1.3 Where overload arrangements are made pursuant to this Article, Instructors with less than a normal section duty load will be compensated as set out in (6.2.2.1.3.1) below up to a normal duty load after which any excess must be banked as per 6.11 and 6.12; Instructors with a normal section duty load will be compensated as set out in (6.2.2.1.3.2) below. In both cases, the overload compensation will be calculated on the basis of a monthly audit of the number of students which the Instructor had during that month.

6.2.2.1.3.1 For each month of the overload, the stipend is computed as follows:

$$\text{Stipend} = \frac{\text{Salary per section per term}}{4} \times \left(\frac{4}{5} \times \frac{2n}{35} \right)$$

where n is the number of students over the allowed maximum. The accumulated stipend will be paid at the end of the academic term.

6.2.2.1.3.2 For each month of the overload, the section equivalency is computed as follows:

$$\text{Section Equivalency} = \frac{1}{4} \times \left(\frac{4}{5} \times \frac{2n}{35} \right)$$

where n is the number of students over the allowed maximum. The accumulated section equivalency is banked or paid per 6.11 and 6.12 at the end of the academic term.

6.2.2.2 Scheduled Hours (see Article 2.8)

Except where otherwise specifically provided in this Agreement, an Instructor's scheduled hours shall not exceed four (4) scheduled student contact hours per section and one and one half (1.5) office hours per section.

A department or functional area may, with the agreement of the Dean, opt for the conversion of one (1) hour of the scheduled student contact hours per section to other scheduled instructional activities appropriate to the course being taught. Such hours may be combined to provide one or more longer periods for those activities.

6.2.2.2.1 Scheduled Hours A.B.E.

Notwithstanding 6.2.2.2, in the generic area of Adult Basic Education it may be necessary that the one and one half (1.5) office hours per section be converted to additional scheduled student contact hours per week. Such conversion will be undertaken in consultation with the department in order that a reasonable number of office hours may be provided. If agreement is not reached, the Vice President will make a final determination as to the need.

6.2.2.3 Scheduled Student-Contact Hours (see Article 2.8)

6.2.2.3.1 One scheduled student contact hour is defined to be:

6.2.2.3.1.1 one hour scheduled in the College's course timetable for the primary purpose of direct instruction in the subject matter of an approved course; or

6.2.2.3.1.2 two laboratory or like hours, the primary purpose of which is not direct instruction of the student in the subject matter of an approved course.

6.2.2.3.2 Where agreement cannot be reached on the appropriate definition as it applies to existing or new programs or courses, the appropriate student contact hour, not less than 6.2.2.3.1.1 above and not more than 6.2.2.3.1.2 above, shall be referred to the Equivalent Workload Committee.

6.2.2.4 Vocational Programs - General

The normal duty load for an instructor with a full-time assignment in any vocational curriculum save for the vocational curriculum within the generic areas of Business Management, Office Administration, Health/Nursing, Adult Basic Education, and Media Resources, shall be limited as follows:

- the number of student contact hours per section is capped at 2240;

- the number of student contact hours for a full workload is capped at 17,920;
- the number of contact hours is capped at 24 per week;
- the number of contact hours for a full workload is capped at 936 per year;
- the number of instructional weeks is capped at 39 per year;
- the number of students is capped at 35 per section.

6.2.2.5 Special and Equivalent Workload

Special and equivalent workload arrangements may be made, if agreeable to the Instructor, Co-ordinator and Dean, only in accordance with the Collective Agreement. Such arrangements must be in writing and a copy must be provided to the Union upon agreement.

6.2.2.6 Course and Program Preparation

6.2.2.6.1 The development of new programs and modes of delivery shall be part of workload. An employee requested to commence teaching a new course or program without adequate preparation time shall have recourse to the provisions for reassignment of duties (6.8.6) and the Equivalent Workload Committee (6.10).

6.2.2.6.2 No Instructor shall have more than three (3) different course preparations per term, unless arrangements satisfactory to the Instructor, Co-ordinator and the appropriate Dean are made. (see Article 2.8)

6.2.2.6.3 The College shall make every reasonable effort to provide, prior to the start of term, equipment and software to an individual faculty office where the faculty are required to teach or answer questions about a particular software package used in a course or as part of assigned student contact hours. Co-ordinated areas shall make every reasonable effort to provide the College with sufficient advance notice of the computer/software requirements to allow it to provide this equipment.

6.2.2.7 Independent Study and Exceptional Sections (see Article 2.8)

6.2.2.7.1 In cases of independent study or exceptional sections, a special salary formula pertains.

6.2.2.7.2 Exceptional sections are additional sections offered by the College to enable a small number of students to complete courses necessary to their program. These sections shall not enrol more than six (6) students per section. Such sections and their manner of delivery may be arranged with the agreement of the Dean, Co-ordinator and employee involved.

6.2.2.7.3 An independent study course is a special course tailored to permit an individual student to pursue specific in-depth studies under the supervision and instruction of an Instructor. Such courses and their manner of delivery may be arranged with agreement of the Dean, Co-ordinator and employee involved. Instructors shall not supervise more than one (1) Independent Study course per term.

6.2.2.7.4 The amount of compensation for these sections will be computed by either of the following formulas, depending upon whether compensation is paid or section equivalent banked;

$$\text{Stipend in dollars} = \frac{s}{5} + \left(\frac{4s}{5} x \frac{x}{22} \right)$$

or

$$\text{Section equivalent} = 0.2 + \frac{0.8x}{22}$$

where:

s = salary rate in accordance with the appropriate step for the Instructor.

x = number of students in section.

6.3 Instructional Associates

6.3.1 Conversation Monitor (Native Speaker)

6.3.1.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Native Speaker:

6.3.1.1.1 To instruct within their areas of competency the subject matter and/or skills required in College programs.

6.3.1.1.2 To direct conversation seminars, developing student confidence in the oral-aural use of the language.

6.3.1.1.3 To undertake the necessary preparation for conducting conversation seminars.

6.3.1.1.4 To make evaluations and/or appraisals of students as required and to keep any records required for this purpose.

6.3.1.1.5 To be available for consultation and/or discussion outside of classroom hours.

- 6.3.1.1.6 To maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
 - 6.3.1.1.7 To support instructors in development of courses and preparation of course materials and to provide for students, in liaison with instructors, outlines for conversation seminars under their jurisdiction.
 - 6.3.1.1.8 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
 - 6.3.1.1.9 To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
 - 6.3.1.1.10 To conduct field trips as required.
 - 6.3.1.1.11 Ancillary duties.
- 6.3.2 Language Lab. Monitor**
- 6.3.2.1 Duties and Responsibilities**
- The following functions are included in the duties and responsibilities of a Language Lab. Monitor:
- 6.3.2.1.1 To conduct language labs, developing student confidence in the oral-aural use of the language.
 - 6.3.2.1.2 To instruct within their areas of competency the subject matter and/or skills required in College programs.
 - 6.3.2.1.3 To mark lab books or other assignments as required and to keep any records required for this purpose.
 - 6.3.2.1.4 To make such evaluation and/or appraisals of students as may be required using only such criteria as are relevant to the course objectives, and to keep any records required for this purpose.
 - 6.3.2.1.5 To demonstrate lab. techniques and the correct use of equipment to students.
 - 6.3.2.1.6 To be available for consultation and/or discussion outside of classroom hours.
 - 6.3.2.1.7 To maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.

- 6.3.2.1.8 To support instructors in development of courses and preparation of course materials and to provide for students, in liaison with instructors, outlines for lab seminars under their jurisdiction.
- 6.3.2.1.9 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.3.2.1.10 To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
- 6.3.2.1.11 To conduct field trips as required.
- 6.3.2.1.12 Ancillary duties related to the above.

6.3.3 Workload

Instructional Associates shall have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of twenty-five (25) scheduled duty hours with the remaining hours to be for associated duties. At the beginning of each term and not later than three (3) weeks after the commencement of classes, the number of students as well as the combination of the Instructional Associates' hours and their associated duties will be assigned after consultation between the individual employee, the Co-ordinator and the Dean. In cases of dispute, the Dean may assign the duties. In the event that for any reason it is necessary to change the assignment of duties to a specific Instructional Associate, such reassignment must be discussed with the employee's Co-ordinator and the Dean, with the intent of settling the reassignment by consent. The Dean may make the reassignment and the employee may grieve the reassignment.

6.4 Laboratory Supervisors

6.4.1 Duties and Responsibilities

- 6.4.1.1 Laboratory Supervisors will provide practical and applied knowledge and skills derivative to the content of courses to which the laboratory sessions are intended to relate. Laboratory Supervisors will not be required to present new course material which is the primary responsibility of an instructor of a course.
- 6.4.1.2 The following functions, under the delegated authority of the Co-ordinator, are included in the duties and responsibilities of a Lab Supervisor.
 - 6.4.1.2.1 To supervise and organize a laboratory.

- 6.4.1.2.2 To instruct where assigned, and within their areas of competency, the subject matter and/or techniques and skills required in the laboratory portion of the college programs.
- 6.4.1.2.3 When required, to recommend and develop, in consultation with the instructor, materials and/or subject matter for the laboratory portion of the courses.
- 6.4.1.2.4 To provide, where applicable, assistance to and work with instructors in the operation of assigned laboratory sessions.
- 6.4.1.2.5 To maintain competence in the appropriate fields of study and to update skills and techniques in these fields.
- 6.4.1.2.6 To make evaluations and/or appraisals of students as may be required, using only such criteria as are relevant to the course objectives and to keep any records required for this purpose.
- 6.4.1.2.7 To conduct or assist on field trips where assigned.
- 6.4.1.2.8 To supervise the work of technicians.
- 6.4.1.2.9 To recommend library and other acquisitions such as operating and capital items pertaining to the operations of the labs.
- 6.4.1.2.10 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.4.1.2.11 Other functions and responsibilities ancillary to the above as assigned.

6.4.2 Workload

- 6.4.2.1 Laboratory Supervisors shall have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of twenty-five (25) scheduled duty hours with the remaining hours to be for associated duties.
- 6.4.2.2 Temporary Laboratory supervisors shall have an assignment of the maximum number of duty hours possible, commensurate with their expertise and the requirements of the functional area. These hours should be assigned in blocks of at least two (2) consecutive hours in any duty day. Assignments under this section shall be made on the basis of section equivalents.
- 6.4.2.3 At the beginning of each term, the combination of lab supervisory contact hours, preparation and marking duties will be assigned after consultation

between the individual employee and the Co-ordinator, and is subject to the approval of the Dean.

- 6.4.2.4 Laboratory Supervisors shall have no more than a maximum average of thirty-five (35) students per laboratory class, averaged over all laboratory classes assigned to the laboratory supervisor, at any time. The safety of the employee and/or students will be a factor in determining class size.
- 6.4.2.5 A Laboratory Supervisor who believes that his/her assignment is contrary to the requirements of Article 6.4.2 may refer the matter to the Equivalent Workload Committee for its review.

6.4A Private Music Instructors

6.4A.1 Duties and Responsibilities

- 6.4A.1.1 To conduct private music lessons for individual students.
- 6.4A.1.2 To undertake the necessary preparation for conducting such private music lessons.
- 6.4A.1.3 To participate in student performance evaluations and appraisals including juried evaluations of students.
- 6.4A.1.4 To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
- 6.4A.1.5 To maintain competence and qualifications in appropriate fields of study and update skills and techniques in these fields.
- 6.4A.1.6 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.

6.4A.2 Workload

- 6.4A.2.1 Private Music Instructors shall be assigned on an hourly basis as commensurate with their expertise.
- 6.4A.2.2 For the purposes of defining a duty load, seniority, severance, scale advancement and step placement, one hundred (100) hours of private music instruction shall equal one section. This ratio shall apply to any employee who undertakes private music instruction regardless of their job classification or appointment status.

*6.4A.3 The parties agree to the creation of a joint committee to examine the delivery of Private Music Instruction. Such examination will include the collective agreement and practices and policies of the College affecting the delivery of Private Music Instruction

* Prior to the committee convening, and in any case not later than January 31, 1996, the parties will agree upon a finite list of issues to be reviewed by the committee. If the parties are unable to agree upon the list of issues then, at the request of either party, the dispute will be referred to non-binding mediation which must conclude within thirty (30) days.

* Each party shall have up to three representatives on the committee. The committee shall report to the parties no later than April 30, 1996. If the committee is unable to reach an agreement on its recommendations, then the matter may, upon the request of either party, be immediately referred to a non-binding mediator who must report within thirty (30) days.

6.5 Librarians

6.5.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Librarian:

6.5.1.1 To provide professional library services including, but not limited to, instruction in research methods, library orientation, and reference services to students, employees, and members of the community.

6.5.1.2 To provide professional library services to the College including, but not limited to, development of collections, development and implementation of library systems that facilitate the organization of library materials, all with the purpose of providing educational resources and effective access to those resources for the College community.

6.5.1.3 To maintain professional competence and qualifications in appropriate fields of study, and to keep up to date with developments in these fields.

6.5.1.4 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.

6.5.1.5 Other functions and responsibilities ancillary to the above assigned duties and responsibilities.

6.5.2 Workload

Librarians shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development. Their duties shall be scheduled as in 6.8.

6.6 Special Positions and Special Appointees

6.6.1 Special Positions

6.6.1.1 Where it is necessary to establish positions for which the duties and responsibilities fall within the scope of the certification granted to the Union but do not include duties and responsibilities of other classifications of employees listed in Article 6, the positions may be established only after consultation with the Union. The Union shall be consulted on the duties and responsibilities of the positions, on the criteria for evaluation (11.5.2 to the extent that it is applicable), on professional development responsibilities, on workload and hours of work, and on related terms and conditions of the positions.

The Union shall notify the College within fourteen (14) days of its agreement or disagreement with the establishment of special positions. The establishment of a special position may be grieved by the Union.

6.6.1.2 Special Positions may be filled in either of the following ways:

6.6.1.2.1 By assignment or reassignment of duties (of current members of the bargaining unit) after notice of the position (3.8) has been posted.

6.6.1.2.2 By appointment. In such cases, the normal appointment, evaluation, and reappointment processes shall apply.

6.6.1.3 Special Positions shall be eligible for regularization (11.7).

6.6.2 Special Appointees

6.6.2.1 Employees filling special positions are Special Appointees and have all rights, privileges, and prerogatives of all other members of the bargaining unit. Employees appointed, assigned or reassigned to such positions shall have their duties and responsibilities outlined and the basis of their evaluation indicated in their letters of appointment or in the identification of their assignment/ reassignment.

- 6.6.2.2 Conditions of employment (seniority, placement, benefits, workload, professional development, reduction, etc.) for Special Appointees shall be consistent with those for other members of the bargaining unit.
- 6.6.2.3 The criteria for the evaluation of Special Appointees shall be as indicated in 11.5.2 as applicable to the duties and responsibilities of the Special Position. The evaluation of Special Appointees shall be limited to the requirements of the Special Position and shall have no bearing on any other position previously held by the Special Appointee.
- 6.6.2.4 In the event of reduction (11.8), the seniority of a Special Appointee shall be calculated from the employee's primary appointment, and the Special Appointee shall have the right to return to his/her primary appointment.

6.6.3 Workload

Special Appointees shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development. Their duties shall be scheduled as in 6.8.

6.7 Co-ordinators

6.7.1 Definition

- 6.7.1.1 The duties and responsibilities of Co-ordinators include sub-administrative functions for which they report to the Dean on behalf of the functional area. Co-ordinators perform a liaison function with the employees of the functional area and with the Dean in the performance of their duties and responsibilities.
- 6.7.1.2 The parties recognize that different forms for organizing these functions have evolved within the College, to the mutual satisfaction of the Deans and the functional areas concerned. This tradition may continue and is the proper concern of the Deans and functional areas.
- 6.7.1.3 This Agreement often refers to functions to be performed by "the Co-ordinator". Any duties required of Co-ordinators in accordance with the provisions of this Agreement will be assigned to specific Co-ordinators to the satisfaction, wherever possible, of the parties immediately concerned.
- 6.7.1.4 The term "Co-ordinator" shall not be used to describe employees other than those performing the functions within 6.7.

6.7.2 Duties and Responsibilities

Co-ordinators are members of the bargaining unit appointed to perform a range of functions in the college which include the following:

- 6.7.2.1 To assist employees in the carrying out of their college assignments.
- 6.7.2.2 To co-ordinate matters internal to functional areas.
- 6.7.2.3 To represent functional areas in relations with other parts of the college.
- 6.7.2.4 To participate in matters concerning personnel selection and evaluation.
- 6.7.2.5 To ensure a consultative process for the assignment of duties within the co-ordinated area after full consultation with employees of the functional area.
- 6.7.2.5.1 To ensure a consultative process for the reassignment of duties within the co-ordinated area after full consultation with employees of the functional area.
- 6.7.2.6 To advise and assist the Dean in budget expenditures and the day-to-day administration of the College's educational program.
- 6.7.2.7 Where appropriate to a program's objectives, to maintain contacts with the appropriate business, industry or agency to assist with the placement of students in "on-the-job" (practicum) experience.
- 6.7.2.8 Where appropriate to a program's objectives, to assist students to secure employment.
- 6.7.2.9 To ensure that accurate inventories and ongoing maintenance schedules are maintained.
- 6.7.2.10 Co-ordinators are not required to advise on and interpret the Collective Agreement.

6.7.3 Workload

- 6.7.3.1 The combined instructional and co-ordinating duties of an employee should not result in a demonstrable workload which is in excess of the total of the duties performed in an equivalent instructional workload.
- 6.7.3.2 A Co-ordinator may have his/her workload referred to an Equivalent Workload Committee established under 6.10 of this Agreement.

6.8 Duties, Assignment of (see Article 2.8)

- 6.8.1 All employees shall be considered to be on duty unless absent in accordance with the provisions of this Agreement.
- 6.8.2 There will be not more than five (5) days of scheduled duty per calendar week. Employees are entitled to two (2) consecutive days per week free of scheduled duties.
- 6.8.3 Except during vacation periods and on non-duty days, employees carrying a full duty load shall not take other employment, consulting or teaching activity, for remuneration, nor shall they enrol as a full-time student in a program of studies that requires attendance at classes in excess of ten (10) hours per week, except with the prior written consent of the appropriate Dean. Such consent shall not be unreasonably withheld.
- 6.8.4 The establishment of the assignments and related duties, responsibilities and schedules (including office hours and vacation) of employees is the responsibility of the employees' Co-ordinator (6.7.2.5), and is subject to the approval of the Dean.
- 6.8.5 The employees must be advised of their assignment of duties and responsibilities for each term no later than thirty (30) days before their assignment is to begin.
- 6.8.6 If for any reason it is necessary to change the assignment of duties to a specific employee, such re-assignment must be done through a consultative process, providing the operational needs of the College can still be met.
- 6.8.7 In the event of special program funding, assignments of duties, as above, shall be made within thirty (30) days of the College receiving the written confirmation of the program funding allocation.
- 6.8.8 An employee may be assigned to work at any one location of the College. An employee cannot demand and the College cannot insist that an employee be assigned to work concurrently in more than one location of the College. For the purposes of this article, the locations of the College shall be deemed to be:
- Lynnmour (all sites within North Vancouver, West Vancouver, Vancouver and Burnaby)
 - Sechelt
 - Squamish
 - Pemberton.

An employee cannot demand and the College cannot insist that an employee be assigned to work concurrently at more than two sites within the Lynnmour location.

- 6.8.9 Any employee assigned to duties to be performed wholly or in part, after 2000 hours will not be reassigned duties commencing before 1100 hours the following day. This provision may be waived in writing by the employee and the Dean.
- 6.8.10 A period of twelve (12) consecutive hours must elapse between the completion of an employee's duties on one working day and the commencement of duties on the following day, unless this provision is waived in writing by the employee.
- 6.8.11 Duties, excluding scheduled office hours and meetings, assigned to an employee on any one working day shall be scheduled within a ten (10) hour consecutive period, unless this provision is waived in writing by the employee.
- 6.8.12 An employee may not perform duties exceeding five (5) sections or section equivalents in any term, unless this provision is waived in writing by the employee, the Co-ordinator and the Dean. In all cases where employees are to work in excess of five (5) sections or section equivalents in a term, the College shall provide evidence to the Union that such a workload has not caused any employee to have an involuntary reduction in his/her previous normal workload.
- 6.8.12.1 For the purposes of administering 6.8.12 the term "normal" shall have the same meaning as in 6.11.2.3.
- 6.8.13 An employee who has been placed on scale for any bargaining unit work and who is assigned work in an employee classification for which an increased scale applies, shall be placed on that scale according to the criteria contained in 8.1 and paid pro rata to the amount of work assigned.
- 6.8.14 When an employee is assigned work in two or more job classifications during the term in which he/she is assigned co-ordinator duties, the highest salary schedule of the two or more job classifications shall apply to the co-ordinator duties.

6.9 Professional Development

- 6.9.1 The College encourages employees to maintain current contacts with their discipline areas, and to improve and expand their effectiveness and awareness of the many facets of the College.

- 6.9.2.1 All employees shall submit written proposals for professional development activities to their Co-ordinator and Dean for approval.
- 6.9.2.1.1 Employees in category 6.9.4.1 (Instructors) shall submit one written proposal for their annual professional development activities.
- 6.9.2.1.2 Employees in category 6.9.4.2 (Counsellors, Librarians and Special Appointees) shall submit two written proposals for their annual professional development activities. One proposal shall be for the single block of professional development time and the other proposal shall be for the equivalent amount of time booked throughout the remaining duty period.
- 6.9.2.1.3 Employees in category 6.9.4.3 (Other) shall submit one written proposal for their annual professional development activities.
- *6.9.2.1.4 At the end of the professional development period the employee will report in writing to the Co-ordinator and the Dean on his/her professional development achievements during the professional development period. The functional area and Dean shall review professional development reports and decide whether or not the employee's professional development responsibility has been fulfilled (see article 2.8).
- 6.9.3 Upon recommendation of the appropriate Co-ordinator, and with the approval of the Dean, approved professional development activities may be conducted at any time during the academic year. Such recommendation and approval shall not be unreasonably withheld.
- 6.9.4.1 Instructors with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, course planning and other assigned and non-instructional duties.
- 6.9.4.2 Counsellors, Librarians and Special Appointees with a full duty load shall normally have one calendar month of professional development activities scheduled in a single block of time and an equivalent amount of time booked throughout the remaining duty period. Such activities may include committee assignments, preparation, planning and other activities.
- 6.9.4.3 Other employees are encouraged to maintain competence and qualifications in their appropriate fields of study and to update skills and techniques in these fields.

- 6.9.4.3.1 Regular other employees' (6.9.4.3) professional development is in accordance with 6.9.4.3.2. Temporary other employees may apply to their Co-ordinator and Dean for approval of professional development time.
- 6.9.4.3.2 Regular other employees (6.9.4.3) with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, preparation, planning and other activities. These professional development activities shall not cause the College to have any increased expenditure, including the hiring of replacement employees, for the performance of the normal duties and responsibilities of these employees.
- 6.9.4.4 Employees with partial loads will be responsible for pro rata professional development activities consistent with their assignments of duties and employees with duties in more than one classification shall have their professional development entitlements pro-rated consistent with their assignments.
- 6.10 Equivalent Workload Committee (see Article 2.8)**
- 6.10.1 The College and the Union recognize that situations may occur in which new and different kinds of work are developed which are qualitatively different from those presently recognized in the College. Because of this, as well as for other reasons, disputes may arise as to what accumulation of duties constitutes a normal duty load (or some fraction thereof) under this Agreement. When such disputes arise, they shall be submitted to an Equivalent Workload Committee, which shall consist of two (2) nominees of the Union, and two (2) persons nominated by the President or his/her designate. The Committee shall name its own voting chairperson.
- 6.10.2 The Committee shall attempt to determine the appropriate number and combination of duty hours - instructional duty, laboratory supervision, and supervising - required for a normal duty load for each instructional assignment. The Committee shall attempt to reach a consensus on the issues before it. The Committee's decision or recommendation(s) may indicate that a proposed assignment constitutes a normal duty load or more or less than a normal load (or fraction thereof). When a consensus is reached the resulting decision shall be binding upon the College unless the appropriate Dean intervenes to refuse it. If no consensus is reached the Committee may make more than one recommendation to the relevant Dean.
- 6.10.3 The procedures and provisions related to the Equivalent Workload Committee are not intended to supplant or infringe upon other provisions of the agreement.

6.10.4 A matter may be brought to the Equivalent Workload Committee by the Union or the Dean.

6.11 Work Overload (see Article 2.8)

6.11.1 No employee may accept more than the equivalent of a full instructional contact load or a full duty load as specified in this Agreement, with the following exceptions:

6.11.1.1 A full load may be worked by different combinations of scheduled duties in two consecutive terms so long as the average of weekly loads in the two terms is not more than the full weekly load specified in the Agreement.

6.11.1.2 By agreement between the employee, the employee's Co-ordinator and the Dean, a full workload may be worked by different combinations of scheduled duties in consecutive years so long as the following conditions are met:

6.11.1.2.1 • the average of the weekly loads is not more than the full weekly load specified in the Agreement; and

6.11.1.2.2 • not more than nine point five (9.5) sections or equivalent is the total workload in any one academic year; and

6.11.1.2.3 • no temporary or regular part-time employee's aggregate normal workload is reduced as a consequence of the averaging.

6.11.1.2.4 • averaging agreements shall be written and a copy will be forwarded to the Union upon agreement.

6.11.1.3 The term "normal" as used in 6.11.1.2.3 shall be the aggregate workload of the previous academic year, up to a maximum of a full duty load. Where the Temporary or Regular Part-time employee has not been employed in the previous academic year, his/her normal workload will be deemed to be twice his/her fall term workload up to a maximum of a full duty load, or, if assigned only in the spring term or only in the summer term, his/her normal workload will be deemed to be the spring workload or summer workload, respectively; or, if assigned in more than one term, his/her normal workload will be deemed to be the aggregate workload of those terms up to a maximum of a full duty load.

6.11.2 Circumstances may arise which make it reasonable for the College to request an employee, over the course of an academic year, to perform duties in excess of a full duty load. Excepting those circumstances noted in 6.11.2.5, this shall not exceed nine point five (9.5) sections or its equivalent during that

academic year. Workloads arising from those circumstances noted in 6.11.2.5 may not cause the total workload to exceed ten (10) sections.

- 6.11.2.1 In all circumstances except those noted in 6.11.2.5, where employees are to work in excess of 8.5 sections the College shall provide the Union with information to the Union's satisfaction that such an overload has not caused any temporary or regular part-time employee to have a reduction in his/her previous normal workload.
- 6.11.2.2 No workload in excess of the full workload will commence until this section has been complied with.
- 6.11.2.3 For the purpose of administering 6.11.2.1, the term "normal" shall be the aggregate workload of the previous academic year, up to a maximum of a full duty load. Where the Temporary or Regular Part-time employee has not been employed in the previous academic year, his/her normal workload will be deemed to be twice his/her fall term workload up to a maximum of a full duty load, or, if assigned only in the spring term or only in the summer term, his/her normal workload will be deemed to be the spring workload or summer workload respectively; or, if assigned in more than one term, his/her normal workload will be deemed to be the aggregate workload of those terms up to a maximum of a full duty load.
- 6.11.2.4 At the option of the employee, work overloads may be paid on scale (7.3) or banked (6.12).
- 6.11.2.5 Where an overload induced by the following circumstances does not exceed an aggregate of 0.5 sections overload in any academic year, provisions to comply with 6.11.2.1 shall not be required:
- Student overloads per 6.11.4
 - Emergency transfers per 6.13
 - Substitution per 6.14
 - Assignment to Extension Programmes and Services as part of workload per 6.15.
 - Travel time per 7.7.
- 6.11.3 Instructors with full loads may be requested by the College to instruct independent study students or exceptional sections, pursuant to 6.2.2.7.
- 6.11.4 Student overload arrangements may be made pursuant to 6.2.2.1.
- 6.11.5 An employee with a full duty load may be requested to substitute for another employee temporarily absent. When:

- 6.11.5.1 such substitution occurs over a period of one (1) calendar week or more, or
- 6.11.5.2 the substitution has occurred intermittently yet is such that the substituting employee has effectively undertaken the responsibilities of the absent employee,
- such substitution shall be considered an overload under this Agreement.
- 6.11.6 Travelling time as calculated under 7.7 of this Agreement may be worked as an overload under this Agreement.
- 6.11.7 In all these exceptional cases, (6.11.3 through 6.11.5), assignments shall be by agreement between the employee, the Co-ordinator and the Dean. Overloads shall be calculated according to the relevant sections of this Agreement, and shall be compensated pursuant to 6.12.
- 6.11.8 No employee may be required to teach in more than two (2) terms per year. In offering a regular appointment to an employee, the College agrees to provide the duty of the instructional load stipulated in the offer of appointment, within those two (2) terms. (See 11.4.3.3.2 and 11.4.2.3).
- 6.11.9 Notwithstanding 6.11.8, the number of instructional weeks in any academic year for the vocational generic areas of Business Management, Office Administration, Health/Nursing, Media Resources, and A.B.E. shall be extended to a maximum of thirty-six (36) weeks for bona fide curriculum or workload scheduling requirements as determined by the College in consultation with the department or area.
- 6.11.10 Notwithstanding 6.11.9, the number of instructional weeks in an academic year for the vocational generic area of Early Childhood Education shall not exceed forty-one (41) weeks.
- 6.11.11 In departments which offer their programmes on a twelve (12) month basis, an employee may accept an assignment to perform duties over a twelve (12) month period. Such an assignment will be followed by at least some portion of the accumulated professional development and vacation, the amount of time to be agreeable to the employee, Co-ordinator and the Dean. In no case will the employee carry forward accumulated professional development and vacation beyond two terms beginning at the end of the term in which the duties were performed.

6.12 Banking

- 6.12.1 For the purposes of accommodating those situations set out in 6.11, an employee who chooses to bank his/her overload shall have the time and

remuneration beyond that associated with a normal duty load or its equivalent accumulated as its equivalent in sections.

- 6.12.1.1 An employee may accumulate up to 8 sections or its equivalent before payout or an underload will be required. Within the year following the bank reaching the 8 section limit, an employee must work as though on an underload of 8 sections or take the equivalent amount of remuneration.
- 6.12.1.2 Any underloads worked in accordance with this Agreement will be applied against the employee's bank first, any remaining net underload may, by agreement between the employee, his/her Co-ordinator and the appropriate Dean, be taken as a reduced load or averaged in accordance with 6.11.1.
- 6.12.1.3 An employee is not deemed to have worked a banked section until the end of the term in which the underload occurs or a cash payment is made.
- 6.12.1.4 A cash payment will also occur when an employee resigns or is not offered a further appointment.
- 6.12.1.5 The cash equivalent of the bank being paid to an employee shall be calculated according to the remuneration which would be received by that employee for that work at the time of payout.

6.13 Emergency Transfers

In case of emergency an employee may be assigned to duties outside his/her job classification for a period of up to three (3) weeks. The Dean will report such assignment to the Union. The question of what constitutes an emergency and whether an assignment is outside the ordinary and proper scope of the employee's duties may be grieved.

6.14 Substitution

- 6.14.1 All substitution assignments are subject to agreement by the substituting employee.
- 6.14.2 Substitution for reasons of an employee's illness, or for emergency circumstances of less than five (5) days, or for other short-term emergency circumstances mutually agreed on between the Union and the College may be provided for in any of the following ways:
 - 6.14.2.1 A Regular or Temporary employee with less than a full duty load.
 - 6.14.2.2 An employee with a full duty load pursuant to 6.11.1.

6.14.2.3 An auxiliary employee.

6.15 Extension Programmes and Services Activities

6.15.1.1 The duty load of Instructors, Counsellors, Librarians, Special Appointees and Lab Supervisors may include assignments to those activities in Extension Programmes and Services which are related to the disciplines within bargaining unit work.

6.15.1.2 Such assignment will be scheduled in accordance with 6.8 save that the date for employees to be advised of their Fall Extension Programmes and Services assignment will be September 1st or the date set for publication of the Extension Programmes and Services timetable, whichever occurs first. For all subsequent terms, such advice and assignment shall occur no later than the date set for publication of the particular Extension Programmes and Services timetable.

6.15.1.3 Members of the bargaining unit will be preferred employees for those activities related to the disciplines within bargaining unit work. Employees may not use their status as preferred employees to access work which is paid pursuant to 6.15.2 if such work causes them to work an overload.

6.15.1.4 Notwithstanding the above, an employee may refuse any assignment to Extension Programmes and Services activities. Such refusal must be made within five (5) working days of the dates referred to above. Such refusal by an employee will have no effect upon the employee's rights and entitlement under this Agreement, and the employee will not be subject to any discrimination, penalty or disciplinary action as a result of the refusal.

6.15.2 For the purpose of computing an employee's duty load, "scheduled hours" (6.2.2.2), one (1) hour of scheduled Extension Programmes and Services activity is the equivalent of 0.011 section (hourly rate pursuant to 7.3).

6.15.3 Save for the modifications noted below, employees whose duty load includes Extension Programmes and Services activity as per 6.15.1.1 will have their instructional duty governed by 6.1, 6.2, 6.3, 6.4A, 6.4, 6.5 and 6.6 as may be appropriate.

6.15.3.1 Preparation for two (2) Extension Programmes and Services activities will be deemed equivalent to one (1) credit preparation for the purpose of 6.2.2.6.

6.15.3.2 6.2.2.7 shall not apply to Extension Programmes and Services activities.

6.15.4 Article 7.6 shall not apply to Extension Programmes and Services activities. Instead, a cancellation fee equivalent to 0.011 section shall apply to all

scheduled Extension Programmes and Services activities which, having been staffed as per 6.15.1, are cancelled. At the Dean's discretion, this fee shall be either paid in a dollar equivalent based on the employee's salary step or banked in accordance with 6.12 so long as the employee meets the cancelled class.

Article 7 **SALARIES AND ALLOWANCES**

7.1 The Instructional Section Rate is determined by

$$\text{Instructional Section Rate} = \frac{\text{Per Annum Rate}}{8}$$

The rates of pay “per Instructional Hour” and “per Non-Instructional Hour” are determined for each step as follows: (The factor of 0.011 implies 90.9 hours/section.)

$$\text{Per Instructional Section Rate} \times 0.011 = \text{per Instructional Hour Rate}$$

$$\frac{\text{Per Instructional Section Rate}}{189} = \text{per Non - Instructional Hour Rate}$$

7.2 The “per Instructional Hour” rate is applied to substitution and auxiliary appointments for Instructors and for faculty assigned to Extension Programmes and Services. The “per Non-Instructional Hour” rate is applied to substitution and auxiliary appointments for Counsellors, Librarians and Special Appointees.

7.3 **Salary Schedule**

7.3.1 **EFFECTIVE January 1, 1996**

7.3.1.1 **INSTRUCTOR, COUNSELLOR, LIBRARIAN, SPECIAL APPOINTEE**

<i>Step</i>	<i>Per Inst. Per Section</i>	<i>Per Annum</i>	<i>Hour</i>	<i>Per Non-inst. Hour</i>
1	4,542	36,336	49.96	24.03
2	4,726	37,808	51.99	25.01
3	4,912	39,296	54.03	25.99
4	5,112	40,896	56.23	27.05
5	5,315	42,520	58.47	28.12
6	5,525	44,200	60.78	29.23
7	5,749	45,992	63.24	30.42
8	5,978	47,824	65.76	31.63
9	6,216	49,728	68.38	32.89
10	6,464	51,712	71.10	34.20
11	6,724	53,792	73.96	35.58
12	6,992	55,936	76.91	36.99
13	7,273	58,184	80.00	38.48

14	7,563	60,500	83.19	40.02
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7.3.1.2**LAB. SUPERVISORS, INSTRUCTIONAL ASSOCIATES**

<i>Step</i>	<i>Per Section</i>	<i>Per Annum</i>	<i>Per Inst. Hour</i>
1	3,861	30,888	20.43
2	4,018	32,144	21.26
3	4,176	33,408	22.10
4	4,346	34,768	22.99
5	4,518	36,144	23.90
6	4,697	37,576	24.85
7	4,887	39,096	25.86
8	5,082	40,656	26.89
9	5,284	42,272	27.96
10	5,495	43,960	29.07
11	5,716	45,728	30.24
12	5,944	47,552	31.45
13	6,183	49,464	32.71
14	6,429	51,432	34.02

7.3.1.3**PRIVATE MUSIC INSTRUCTORS**

37.25 per hour

7.3.2**Private Music Instruction**

The hourly rate for private music instruction shall be the rates applicable in 7.3.1 or the hourly rate an employee was paid, or entitled to immediately prior to the signing of this agreement, whichever is greater. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status. No regular employee who is not appointed as a Private Music Instructor shall be permitted to undertake private music instruction as a part of their contractually committed duty load. Regular employees who are assigned private music instruction duties in excess of their contractually committed duty load will have these duties counted for seniority (including Paid Educational Leave Seniority credits), severance, scale adjustment and step placement pursuant to Article 8.

7.4 Vacation Time Co-ordinator

- 7.4.1 During the vacation period of a Co-ordinator, a vacation time Co-ordinator may be appointed by the Dean to perform the Co-ordinator's duties. Prior to vacation periods, the Dean shall consult with the co-ordinated areas and will determine the need for Vacation Time Co-ordinators. Such appointments shall be made using procedures similar to those defined in 11.1.1.
- 7.4.2 Vacation time co-ordinators shall be appointed to one (1) or two (2) month appointments and the two (2) appointments of one (1) month need not be contiguous. Normally, it is not intended that vacation time co-ordination be accomplished through partial month appointments.
- 7.4.3.1 The number of hours per week related to this appointment shall be that which is equivalent to one quarter of a normal duty load for Instructors and the College may not require these hours to be spread over more than two (2) days per week.
- 7.4.3.2 In order to provide some structure to the relationship between the Vice President and the Co-ordinators and among the Co-ordinators themselves, a work schedule will be agreed to between each Vacation Time Co-ordinator and the Dean and the work schedules of these Co-ordinators will provide a commonly scheduled period of at least two hours per week.
- 7.4.4 Vacation time Co-ordinators shall be compensated in an amount equivalent to one-fourth of the salary for one instructional section, for each month of service as a vacation time Co-ordinator.

7.5 Pay Period (Day and Rates)

7.5.1 Regular Employees

Except as otherwise noted in this Agreement,

- 7.5.1.1 All regular employees shall be paid an annual salary determined by their duty load in the Academic Year and in accordance with 2.1.2 and 2.1.3 and the appropriate section or hourly rate (7.3). The salary shall be paid in equal instalments at each calendar month end. Where the duty load changes during an Academic Year, the monthly salary for those months remaining in the Academic Year each shall be an equal instalment of the then revised annual entitlement still owing.
- 7.5.1.2 Regular employees who start and/or terminate their appointment during the Academic Year will have their total remuneration pro-rated on the basis of their completed duty load.

7.5.2 Temporary Employees

*7.5.2.1 All temporary employees shall be paid a salary determined by their duty load and appointment period, and, in accordance with the appropriate section rate (7.3), the salary shall be paid at each month end within the appointment period. By February 28, 1996 the Union will inform the College whether or not all temporary instructors shall have their term's salary paid over a six month period. If this option is exercised the new pay period becomes effective in the Fall of 1996.

7.5.2.2 The section rate shall be pro rata for appointments of less than one section.

7.5.3 Deposit of Pay Cheque

The College shall deposit employees' monthly pay cheques in an account at a financial institution designated by the employee. This article applies to all regular employees and those temporary employees as designated by the College.

***7.5.4 Payment for Small Workload Amounts**

*7.5.4.1 Workload adjustments during a term totalling less than 0.5 sections or section equivalents will be accumulated and paid at the end of term.

*7.5.4.2 Workload assignments of less than 0.5 sections or section equivalents will be paid in a lump sum on completion of the assignment.

7.6 Payment for Preparation of Course Not Taught (see Article 2.8)

7.6.1 In the event that a regular part time or temporary employee has prepared for a course on the understanding that he/she is to teach the course, he/she shall be paid up to one-fifth (1/5) of the amount which would have been paid if the course had been taught, in the event he/she does not teach the course in the term intended. No payment will be made if there are further assignments that result in a full annual workload. If the likelihood of a full annual workload is small, then payment may be advanced before the total annual workload is confirmed.

7.6.2 The exact amount of preparation pay shall be at the discretion of the Coordinator and the Dean, computed within the parameters of the factors provided herein.

7.6.3 The factor assigned will reflect:

- the extent to which a course outline has been revised and improved by the instructor;
- the extent to which course material has been prepared by the instructor;
- the amount of course preparation done by the instructor;
- the ordering of textbooks, library books, course/lab supplies, media supplies, arranging guest speakers, field trips;
- the extent to which ancillary matters have been completed;
- whether or not the cancelled class was met by the employee (the purpose of this meeting may be to advise of cancellation and to explain the alternatives open to students);
- the extent to which the employee has been available to his/her Co-ordinator and the activities of the Division.

7.6.4

<u>Circumstances</u>	<u>Factor*</u>
New Course	0.10 - 0.20
Established course but not previously taught by the employee	0.06 - 0.12
Established course that has been taught by the employee	0 - 0.08

*The Factor assigned by the Co-ordinator and the Dean will be applied to the stipend for one section to determine the allowance.

7.6.5

Where an employee is assigned multiple sections of the same course, and some but not all of these sections are cancelled, a fee equivalent to the amount paid for two instructional hours, or section equivalency, will be paid for each section cancelled prior to and/or at the end of the late registration period, and which is met by the employee.

7.7 Compensation for Multi Location Work

7.7.1 For the purposes of this article, all sites in North Vancouver, West Vancouver, Vancouver and Burnaby are deemed to be a single location known as Lynnmour.

7.7.2 Employees who, as provided for in 6.8, accept an assignment to work in more than one location and therefore spend time in “excess travel” shall be compensated as set out below over and above reimbursements for their travel expenses.

7.7.3.1 Subsections 7.7.3.1.1 and 7.7.3.1.2 below define the stipend and section equivalency for any amount of “excess travel.” Employees with less than a full duty load in effect are compensated in accordance with 7.7.3.1.1 so long as their duty load does not exceed a full duty load. Employees with a full duty load are compensated in accordance with 7.7.3.1.2 which section equivalency may be banked or paid as per 6.11 and 6.12.

7.7.3.1.1

$$\text{Stipend} = \frac{\text{Salary per section per term}}{15,600} \times \text{No. of km of "excess travel"}$$

7.7.3.1.2

$$\text{Section equivalency} = \frac{\text{No. of km of "excess travel"}}{15,600}$$

7.7.3.2 The number of km of “excess travel” is computed as multiples of the following standard round trip distances:

Lynnmour/Squamish	145 km
Lynnmour/Pemberton	325 km
Lynnmour/Mt. Currie	345 km
Lynnmour/Sechelt	125 km
Squamish/Sechelt	164 km
Squamish/Pemberton	180 km

7.7.3.3 For each pair of locations, the first named location is deemed to be the location from which the “excess travel” commences.

7.7.3.4 A round trip distance of “excess travel” may be claimed each day the employee travels to the second named location.

7.8 **Annual and General Holidays**

7.8.1 Any expression of rates (annual, monthly, per section and/or hourly) is inclusive of any entitlement for vacation and statutory holiday pay under this agreement and/or arising from the application of the *Annual and General Holidays Act*.

7.8.2 Notwithstanding 7.8.1, a Lab Supervisor or Instructional Associate paid by the hour and normally scheduled to work on a day which is a statutory holiday per 9.2, will be paid for those hours which would otherwise have been worked.

7.9 **Challenge Exams**

7.9.1 The College shall pay faculty for a minimum of two instructional hours for preparing, administering and evaluating a challenge exam.

Article 8 SALARY SCALE PLACEMENT**8.1 Criteria****8.1.1 Regular Employees other than Lab Supervisors, Instructional Associates and Private Music Instructors**

The following criteria shall be used in determining where on the scale the regular employee or the temporary employee as provided in 8.4.4.2 shall be placed. This article does not apply to Lab Supervisors, Instructional Associates and Private Music Instructors (except as identified in 7.3.7).

- 8.1.1.1 University or College Teaching Assistanceships - up to one-half (1/2) step for each year of relevant Teaching Assistanceship (0 - 1/2 steps).
- 8.1.1.2 Business Experience - up to one step for each year of relevant business experience (0 - 1 step).
- 8.1.1.3 Research or University Experience - up to one step for each year of related research or university experience, or other equivalent teaching experience in the capacity of a Research Associate, or Lecturer at an accredited College, University or Institute (0 - 1 step).
- 8.1.1.4 College or Secondary School Teaching Experience - up to one step for each year of full-time teaching experience (0 - 1 step).
- 8.1.1.5 College or University Laboratory experience - up to one-half step for each year of college or university laboratory experience (0 - 1/2 step).
- 8.1.1.6 Up to one step for participation in the development of Capilano College while serving as a part-time instructor (one step is the maximum in this category).
- 8.1.1.7 One step for completed Ph.D. on being appointed full-time to the College or one step, on being appointed full-time to the College, for an academic degree or equivalent, appropriate to their subject area or the professional development of the employee that is in excess of the degree(s) or equivalent accreditation normally required for his/her position. The determination of whether an employee has attained an "equivalent" to an academic degree shall be made by the Dean. The Dean's decision may be appealed by the employee to the Placement Committee.
- 8.1.1.8 Not more than one step can be accumulated for any given calendar year.

8.1.1.9 Upon final analysis of all criteria factors, the applicant shall be placed on the nearest salary step.

8.1.1.10 Where the criteria indicate a year or full-time, pro rata recognition will be given for portions thereof.

8.1.2 Regular Lab Supervisors and Instructional Associates

The following criteria shall be used in determining where on the scale a regular Lab Supervisor or Instructional Associate shall be placed:

8.1.2.1 University or College Teaching Assistanceships - up to one-half (1/2) step for each year of relevant teaching assistanceship (0 - 1/2).

8.1.2.2 Business experience - up to one step for each year of relevant business experience (0 - 1 step).

8.1.2.3 Research or University Experience - up to one-half (1/2) step for each year of related research, university experience, or other equivalent teaching experience (0 - 1/2 step).

8.1.2.4 College or Secondary School Teaching Experience or the equivalent - up to one-half (1/2) step for each year full-time teaching experience (0 - 1/2 step).
Capilano College teaching experience -- up to one (1) step for each year of full-time teaching experience (0--1 step).

8.1.2.5 College or University Laboratory Experience - up to one step for each year of college or university laboratory experience or conventional seminar experience (0 - 1 step).

8.1.2.6 Up to one step for participation in the development of Capilano College while serving as a part-time Lab Supervisor or Instructional Associate (one step is the maximum in this category).

8.1.2.7 Up to one step for complete post basic certification in the related field on being appointed full-time to the College.

8.1.2.8 Not more than one step can be accumulated for any given calendar year.

8.1.2.9 Upon final analysis of all criteria factors, the applicant shall be placed on the nearest salary step.

8.1.2.10 Where the criteria indicates a year of full-time, pro rata recognition will be given for portions thereof.

8.2 **Initial Placement Determination**

- 8.2.1 All employees about to be evaluated for placement on the applicable salary scale shall prepare a detailed summary of their teaching, education, research, laboratory and other related work experience as set out in 8.1.1 or 8.1.2
- 8.2.2 The candidate or employee, the appropriate Co-ordinator and the appropriate Dean shall meet and attempt to arrive at a consensus about the number of steps to be given for the related work experience of the candidate or employee. The candidate or employee shall have the opportunity to submit additional information, if any, which the candidate or employee feels could affect his or her placement.
- 8.2.3 If a consensus is not reached, the appropriate Dean shall consider the information provided and make a reasonable decision. The Dean shall provide the candidate or employee with a reasoned written decision.

8.3 **Placement Appeals (see Article 2.8)**

- 8.3.1 There shall be a Placement Review Committee consisting of two relevant Instructional Managers, one (1) member of the unit appointed by the Union, and one (1) member of the unit appointed by the person seeking a review of his/her placement on the salary scale.
- 8.3.2 An employee may appeal his/her placement on salary scale from the period commencing three (3) months after placement and terminating six (6) months after the date of placement.
- 8.3.3 Such an appeal may be based on the application of the criteria to his/her placement on the salary scale, or on the basis that the data and information concerning the position-appointment, provided or presented to the employee at the time of and prior to his/her appointment, were lacking in information which would have been material to the consideration of the salary offered with the appointment.
- 8.3.4 The employee cannot introduce any additional personal data or information which was not included in his/her curriculum vitae or Application for Appointment considered by the College at the time of hiring, unless such data or information is relevant having regard for the data and information which the College failed to make known to the employee under 8.3.3.
- 8.3.5 The Placement Review Committee may make the recommendation to the relevant Instructional Manager that an employee be placed in a new position

on the salary scale, but no such recommendation shall be made unless reached by the Committee by consensus.

8.3.6 If the relevant Instructional Manager does not implement a recommendation of the Placement Review Committee, the matter shall, at the option of the employee, be referred to a third party chosen jointly by the College and the Union primarily for his/her ability to assess professional credentials. The decision of this third party shall be final.

8.3.7 If a new regular employee's placement on the salary scale is changed as a result of his or her request for a placement review, the new placement will be effective at the date of commencement of the employee's appointment.

8.4 Salary Increments

This article does not apply to Private Music Instructors.

8.4.1 Regular Employees

8.4.1.1 Subject to the other provisions of this Agreement, a regular full-time employee will advance one step on the salary schedule as of each first day of August following his/her commencement date.

8.4.1.2 Subject to the other provisions of this Agreement, a regular part-time employee will advance one step on the salary schedule upon completion of every 8 sections.

8.4.1.3 When an employee attains an academic degree or equivalent appropriate to their subject area or the professional development of the employee during employment at Capilano College, and this degree or equivalent is in excess of the degree(s) or equivalent accreditation normally required for his/her position, the employee shall advance one (1) step on the salary schedule on his/her next increment date, in addition to their increment progression described in 8.4.1.1 and 8.4.1.2 above. The determination of whether an employee has attained an "equivalent" to an academic degree shall be made by the Dean. The Dean's decision may be appealed by the employee to the Placement Committee.

8.4.2 Exceptions

8.4.2.1 Subject to the other provisions of this Agreement, any regular full-time employee working more than half of a full-time load in an academic year (August 1 to July 31) shall receive his/her due regular step increment on the following August 1. Any employee working half of a full-time load or less in

an academic year shall not be eligible to receive a regular step increment on the following August 1.

8.4.2.2 The increment date shall not be delayed for such periods during leave of absence without pay when on an assignment related to the employee's college assignment and when so approved by the President at the time the leave was granted.

8.4.2.3 In case of absence because of illness, no change in the increment date shall be made for absence totalling sixty (60) assigned duty days or less in any academic year.

8.4.2.4 Any absence from duty with pay shall not result in a delay in the increment.

8.4.2.5 The increment date cannot be advanced.

8.4.3 Regular Part-time Employees

Articles 8.4.1.3 through 8.4.2.5 shall apply equally to regular part-time employees.

8.4.4 Temporary Employees

*8.4.4.1 The initial appointment for a temporary employee is at Step 1 of the salary scale. In exceptional circumstances where a programme or department requires unusual skills, credentials or experience on the part of faculty (e.g. a post baccalaureate programme), the temporary employee may be placed on the salary scale according to article 8.1. Following the completion of 8 sections or its equivalent on a given step, temporary employees will advance one step effective as of the next temporary appointment.

8.4.4.2.1 Temporary employees upon completion of twelve (12) sections or its equivalent will be placed on the salary schedule according to the criteria contained in 8.1, which placement shall not exceed Step 9 of the salary schedule. Thereafter, the temporary employee will advance according to 8.4.1.2.

8.4.4.3 For each month or any portion thereof exceeding ten (10) duty days for which a temporary employee is absent without pay, for the purposes of increment the employee shall be credited with one less section than that specified in his/her current temporary appointment.

8.4.4.4 The penalty under 8.4.4.3 shall not be exercised for such periods during leave of absence without pay when on an assignment related to the employee's

college assignment and when so approved by the President at the time the leave was granted.

- 8.4.4.5 In the case of absence because of illness, the penalty under 8.4.4.3 shall not be exercised for absences totalling twenty (20) assigned duty days or less in any temporary appointment.

8.4.5 Previous Employees

- 8.4.5.1 Where previous regular employees resume employment with the College as a temporary employee pursuant to Article 11.3, they shall be restored to the position on scale held at the time of their last term of regular employment with the College and their salary increments shall be governed by Article 8.4.1.

- 8.4.5.2 Where previous temporary employees resume employment with the College as a temporary employee pursuant to Article 11.3, they shall be restored to the position on scale held at the time of their last term of temporary employment with the College and their salary increments shall be governed by Article 8.4.4.

Article 9 BENEFITS

9.1 Vacation

- 9.1.1 The annual vacation entitlement for the complete calendar year for all regular full-time employees is two months.
- 9.1.2 Such annual vacation will be taken at a time or times in accordance with 6.8 based on the needs of the College, and will normally be taken in one block of two months; however, annual vacation may be taken in two blocks of one month each. A month is considered to run from a date in one calendar month to the date preceding in the next calendar month.
- 9.1.3 For purposes of calculating part-year where necessary and for purposes of calculating per diem payments, such annual vacation entitlement is forty-two (42) working days.
- 9.1.4 A general (statutory) holiday which occurs during such vacation block is considered to be part of the annual vacation entitlement.

9.2 General (Statutory) Holidays

- 9.2.1 The following days are recognized as General (Statutory) Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day declared as such by the Federal or Provincial Government.

- 9.2.2 An employee is entitled to be paid for such days pursuant to Article 7.8.

9.3 B.C. College Pension Plan

- * Subject to the provisions of the *College Pension Act*, new regular employees appointed after January 1, 1996 must participate in the Superannuation Plan. All employees shall be provided with Superannuation Plan summary information. Temporary employees will also be provided with a Union information letter on the Superannuation Plan. Temporary employees must be given time to consider this information before electing in writing to participate or waive their right to participate in the Superannuation Plan. Such waiver must occur by the 15th of any month in which it is exercised.

The College shall contribute to the cost of such coverage to the extent provided for in the *College Pension Act*.

9.4 Flexible Benefits Plan

*9.4.1 The College agrees to arrange and administer the Flexible Benefits Plan. The selection of benefit carriers is subject to agreement of the Union. Benefits covered include:

- medical
- life insurance
- accidental death and disablement
- extended health
- dental
- orthodontic
- vision care, and
- elder care
- disabled dependent care
- medical and dental claims not eligible for coverage under other aspects of the flexible benefits plan
- recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan
- other benefits as may be added by mutual consent.

9.4.2 Eligibility and Access

9.4.2.1 Regular Employees

All regular employees must participate in the Flexible Benefits Plan and the Disability Income Plans. Eligibility to participate occurs with the commencement of the employee's employment as a regular employee. For a regular employee a Benefit Year is defined as that period commencing on August 1 and ending on the succeeding July 31.

9.4.2.2 Temporary Employees

9.4.2.2.1 All temporary employees may participate in the Flexible Benefits Plan once their eligibility is established. Eligibility to enrol occurs once the temporary employee is assigned four (4), or more, sections, or section equivalents, in a Benefit Year or two (2), or more, sections, or section equivalents, in an appointment term, with a minimum appointment of at least four months. For temporary employees, a Benefit Year is defined as that period commencing on September 1 and ending on the following August 31.

- 9.4.2.2.2 Temporary employees who enrol in the Flexible Benefits Plan must continue to participate in the Flexible Benefits Plan and must pay the costs of such participation unless the costs are paid by the College under Articles 9.4.2.2.2.1 to 9.4.2.2.2.3. The employee may be required by the College to prepay for any period in which the College is not yet obligated to pay the costs.
- 9.4.2.2.2.1 Temporary employees who are assigned two (2) or more sections, or section equivalents, in an appointment term shall have the costs of the Flexible Benefits paid by the College for a period of six months.
- 9.4.2.2.2.2 Temporary employees who are assigned four (4) or more sections, or section equivalents, in a Benefit Year shall have the costs of the Flexible Benefits paid by the College for a period of one (1) Benefit Year.
- 9.4.2.2.2.3 The costs of Flexible Benefits paid by the College for a temporary employee in a Benefit Year under Article 9.4.2.2.2.1 and 9.4.2.2.2.2 shall not exceed one (1) Benefit Year's costs.
- 9.4.2.2.2.3 Temporary employees may participate in the dental benefits only when they are assigned one and one-half (1 ½) sections, or section equivalents, or more, in an appointment term and are placed on scale. Such participation shall be at the College's cost and shall be for a period of six months.
- 9.4.2.2.4 Participating temporary employees must maintain coverage for so long as their renewal rights exist (i.e. the current semester and three (3) semesters thereafter).

9.4.2.3 Retired Employees

Enrolled employees may continue to participate in the dental and extended health benefits of the flexible benefits plan following retirement. The cost of such participation shall be one hundred percent (100%) employee paid.

9.4.3 Spending Account

9.4.3.1 Each enrolled employee shall have a Spending Account, the value of which shall be the premium for providing coverage as follows:

- life insurance\$155,000
- accidental death and disablement\$155,000
- extended healthdefault level coverage
- dentaldefault level coverage
- orthodonticsdefault level coverage as if eligible

The dollar value of the coverage shall be determined against the employer's status (i.e. single, couple, dependants).

A regular employee shall pay Life Insurance Premiums through payroll deduction and the equivalent premium shall be added to the employee's Spending Account.

- 9.4.3.2 Medical Services Plan (MSP) premiums shall be paid by a regular employee through payroll deduction and an amount equivalent to that premium shall be added to the employee's Spending Account. MSP premiums for eligible temporary employees shall be paid by the employer as a taxable benefit unless the temporary employee chooses to pay them him/herself, in which case they shall be paid through payroll deduction and an equivalent amount credited to a Spending Account.
- 9.4.3.3 If an enrolled employee chooses not to participate in the extended health plan, the dental plan or the Medical Services Plan, his/her Spending Account shall not be increased by any amount as a result of that choice.
- 9.4.3.4 Regular employees and full-time temporary employees may increase their Spending Accounts by choosing to participate in the dental plan and/or the extended health plan at less than the default level of coverage. This option is not available to temporary part-time employees.
- 9.4.3.5 If a Spending Account has a negative balance, the College may recover the amount necessary to cover that balance by deduction from the employee's salary and/or other amounts owed by the College to the employee.

9.4.4 Selection

- 9.4.4.1 All enrolled employees must maintain the mandatory coverage in Group Life Insurance and Accidental Death and Disablement.
- 9.4.4.2 Once every four years, enrolled employees shall select their coverage level from amongst the available options. An eligible employee whose status changes during the four year cycle (e.g. couple to single, single to couple, new dependants, temporary to regular) may change his/her selection based upon that change in status.

9.4.5 Administration of Plan

- 9.4.5.1 During December of each year all regular employees shall receive an accounting of their Spending Account for the previous benefit year including an indication of additional amounts to be made available for the current

benefits year and shall receive a confirmation of their benefit coverage as it existed at the end of the previous benefit year.

9.4.5.2 Not later than June 30 of each year temporary employees shall receive an accounting of their Spending Account for the previous benefit year including an indication of additional amounts to be made available for the current benefits year and shall receive a confirmation of their benefit coverage as it existed at the end of the previous benefit year.

9.4.5.3 Following receipt of the accounting in Article 9.4.5.1 or Article 9.4.5.2 above, each enrolled employee shall select at least one designation for the unspent money in the Spending Account. Such designation could include:

- depositing it in the College's group Registered Retirement Savings Plan,
- directing it to be paid as taxable income,
- directing it to other non-taxable purposes, or
- allowing it to accumulate in their Spending Account.

9.4.5.4 The minimum cost to the College, per year, shall be based on the per coverage unit premium cost of the first year of the plan. At the end of four years that per unit cost multiplied by the number of units of coverage during each of the first four years shall be totalled and shall represent the College's minimum commitment to the plan. Any difference between the minimum commitment and the actual premium cost to the college shall be held intact for future use under the Flexible Benefits Plan or used for the benefit of the plan participants in a mutually agreed manner.

9.4.5.5 Any employee may appeal to the Joint Benefits Review Subcommittee of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances.

9.4.5.6 The Joint Benefits Review Subcommittee of the Joint Standing Committee shall annually review the service levels received by employees under this plan. Where satisfaction levels drop below an acceptable level the College shall take corrective action to bring the service levels up to an acceptable level. The Joint Benefits Review Subcommittee of the Joint Standing Committee shall establish acceptable service levels and decide the appropriate means for measuring these levels.

9.4.6 Plan Monitoring

9.4.6.1 The Joint Benefits Review Subcommittee of the Joint Standing Committee shall monitor the implementation and administration of the Flexible Benefits Plan.

9.4.7 Plan Coverage Descriptions

9.4.7.1 The level of coverage indicated as default levels shall be applied to all regular employees unless they make a selection otherwise.

9.4.7.1.1 Life Insurance - to a maximum of age 65.

9.4.7.1.1.1 Mandatory coverage is \$5,000.

9.4.7.1.1.2 Default level is the maximum coverage available without a medical examination.

9.4.7.1.1.3 Options; up to two (2) additional \$50,000 units above the mandatory coverage without a medical examination, and up to an additional four (4) \$50,000 units with a medical examination. The maximum coverage is \$305,000.

9.4.7.1.1.4 All employees enrolled in the Life Insurance Plan as at April 1, 1992 are entitled to coverage of \$155,000 without a medical examination.

9.4.7.1.1.5 A normal conversion privilege shall be provided within thirty-one (31) days after termination of, or retirement from, employment.

9.4.7.1.1.6 Subject to approval of the carrier(s) and to there being no additional cost to the College, spouses of employees will be provided access to life insurance coverage at group insurance rates. The cost of premiums will be the responsibility of the employee.

9.4.7.1.2 Accidental Death and Disablement Insurance - to a maximum of age 65.

9.4.7.1.2.1 Mandatory coverage is \$5,000.

9.4.7.1.2.2 Default level is equal to life insurance coverage amount

9.4.7.1.2.3 Options: up to six (6) additional units of \$50,000 above the mandatory coverage.

9.4.7.1.2.4 Subject to approval of the carrier(s) and to there being no additional cost to the College, spouses of employees will be provided access to Accidental Death and Disablement coverage at group insurance rates. The cost of premiums will be the responsibility of the employee.

9.4.7.1.3 **Extended Health**

9.4.7.1.3.1 Default level is:

- \$25 annual deductible single, couple or family
- 100% reimbursement of eligible expenses including semi-private hospital room,
- paramedical services at \$750 per practitioner per person per year,
- private duty nursing at \$15,000 per year (after age 65 the lifetime maximum becomes \$25,000),
- hearing aid maximum at \$1,000 in any four consecutive years,
- international travel assistance for out-of-Canada coverage,
- prescription drugs, and
- other costs prescribed by a medical practitioner.

9.4.7.1.3.2 Options:

9.4.7.1.3.2.1 Default level deductible increased to \$250 per year.

9.4.7.1.3.2.2 Default level deductible increased to \$500 per year and prescription drugs are not covered.

9.4.7.1.4 **Dental Plan**

9.4.7.1.4.1 Default level is:

- no annual deductible
- 100% reimbursement for all basic and preventative work
- 75% reimbursement for all restorative work
- \$2,000 calendar year maximum per mouth.

9.4.7.1.4.2 Options:

9.4.7.1.4.2.1 The deductible is increased from zero to \$100 per mouth per year (maximum of four mouths).

9.4.7.1.4.2.2 The deductible is increased from zero to \$250 per mouth per year (maximum of four mouths).

9.4.7.1.5 **Orthodontic**

9.4.7.1.5.1 Default level, if there are dependent children, covers dependent children only to a lifetime limit of \$2,000 per child.

*9.4.7.1.6 **Additional Coverage Possible** (Health Funding Account)

*9.4.7.1.6.1 Coverage in this area is optional only; no default level exists.

An annual coverage level is selected by the employee. The total coverage level selected may be used by any enrolled person to defray the following costs. Expenditures incurred during the year of selection or during the immediately following year are eligible. Coverage level amounts not used within this time period are forfeited. None of the coverage level amount selected shall be used for administrative fees or charges related to administering the coverage.

*9.4.7.1.6.2 **Vision Care**

The cost of corrective lenses and other eye care products not covered by other insurance benefits.

*9.4.7.1.6.3 **Legal Care**

The cost of hiring a lawyer.

*9.4.7.1.6.4 **Elder Care**

The cost of providing care for a parent, step-parent or grandparent to maintain their necessities of life. e.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

*9.4.7.1.6.5 **Disabled Dependent Care**

The cost of providing care for a disabled dependent to maintain their necessities of life. e.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

*9.4.7.1.6.6 **Medical and Dental Claims Not Otherwise Eligible**

The cost of medical and dental claims, including preventative care, not eligible for coverage under other aspects of the flexible benefits plan.

*9.4.7.1.6.7 **Alternate Professional Health Care**

The cost of recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan. These would include but not be limited to the following:

- Acupuncturist
- Counsellor
- Chiropracist
- Chiropractor
- Denturist
- Homeopath
- Massage therapist
- Naturopath
- Optometrist
- Osteopath
- Physiotherapist
- Podiatrist
- Practical nurse
- Psychoanalyst
- Psychologist
- Speech therapist
- Therapist

*9.4.7.1.6.8 Each benefit coverage added in this Agreement will be available to employees providing that at the time it is to be added the coverage does not constitute a taxable benefit.

9.4.8 Experience gains determined for each year of the insurance plan for 9.4.7.1.6 shall be returned to the College and used for benefits for faculty in a manner agreed between the College and the Union.

9.5 Disability Income Plan

9.5.1 Arrangement/Participation/Eligibility

9.5.1.1 The College agrees to arrange and administer a Disability Income Plan. All Regular employees must participate in this Disability Income Plan. Temporary employees who meet the requirements of Article 9.4.2.2.1 must enrol and participate in the Disability Income Plan (Article 9.5).

9.5.1.2 No employee will lose his or her employment because he or she is held by an insurer to be not eligible to participate in the Disability Income Plans.

- 9.5.1.3 Details of specific coverage shall be as set out in the actual plan as underwritten by the Insurance carrier or carriers. The basic provisions shall be as described in Articles 9.5.2 to 9.5.3.
- 9.5.1.4 The selection of Disability Income Plan carriers is subject to agreement of the Union.
- 9.5.1.5 The Disability Income Plan is to provide long-term income replacement coverage for employees who become “totally disabled”. At least three years of this coverage is to be occupationally related.
- 9.5.1.6 The parties acknowledge the importance of an active rehabilitation program in assisting employees in returning to their duties as soon as is reasonably possible.

9.5.2 Disability Income Plan Details

- 9.5.2.1 In the event of “total disability” as defined in the Plan(s), the employee will become entitled to receive after the thirtieth (30th) calendar day of disability the appropriate benefit as calculated below.

9.5.2.2 Disability Income Benefit Calculation

- 9.5.2.2.1 Effective June 1, 1993, applicable monthly benefits are calculated as

66.7% of monthly salary up to \$2,500 per month
plus
50% of monthly salary above \$2,500 per month

Monthly salary is calculated as follows:

9.5.2.2.2 Regular Full-time Employees

$$\frac{\text{Annual Salary per 7.3 (excluding overloads)}}{12}$$

9.5.2.2.3 Regular Part-time Employees

$$\frac{A \times X}{12}$$

where A = Section Salary per 7.3

where X = Number of Sections assigned or appointed, whichever is higher, during current academic year.

9.5.2.2.4 **Temporary Employees**

$$\frac{A \times Y}{6}$$

where A = Section Salary per 7.3

where Y = Number of Sections assigned or appointed, whichever is higher, during current academic term.

9.5.3 **Other**

9.5.3.1 Benefits for employees with appointments of less than four (4) months duration will be calculated by pro rating the number of months in the divisor.

9.5.3.2 This benefit will be directly reduced by any Workers' Compensation or Canada Pension Plan Disability benefits.

9.5.3.3 The participating employee shall contribute 100% of the monthly premiums, and the College shall deduct such contributions monthly from his/her salary.

9.6 **General**

9.6.1 **Contributions**

The administrative procedure applicable to a benefit or insurance plan shall determine if the deduction of an employee's contribution toward the premium payments precedes or follows the coverage period to which it is applicable.

9.6.2 **Enrolment**

Enrolment in any benefit or insurance plan is not completed until the employee has completed an Application/Waiver form (Appendix C) and application cards have been signed by the employee, acknowledged by the College and acceptance by the insurer has been confirmed.

9.6.3 **Death of an Employee**

In the event of death of an employee, one month's salary from the date of death to which the employee would have been entitled shall be paid to the

beneficiary designated by the employee under the Group Life Insurance policy.

9.7 Unemployment Insurance

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

9.8 Canada Pension Plan

All employees shall participate in and contribute to the Canada Pension Plan in accordance with the applicable legislation. The College will contribute to the plan for each employee, to the extent provided for in the applicable legislation.

9.9 Group Registered Retirement Savings Plan

9.9.1 The College agrees to implement a group Registered Retirement Savings Plan for participation by employees. For regular employees who wish to participate in the Plan the College agrees to contribute the total amount of the annual contribution by the fifteenth of the first month of the Benefit Year. The employee shall repay that contribution through payroll deduction, in equal instalments, throughout the Benefit Year.

9.9.2 Temporary employees may participate in the Group Registered Retirement Savings Plan by advising the Payroll Department of their wish to do so by the fifteenth of the first month of each appointment term. The College agrees to contribute the total amount of the eligible contribution by the fifteenth of the first month following that advice. The employee shall repay that contribution through payroll deduction in equal instalments throughout the appointment term.

9.9.3 Any employee wishing to participate in the Group Registered Retirement Savings Plan may do so by making a single contribution to the Plan not later than February 15.

9.10 Benefit Coverage

9.10.1 Employee's Responsibility

9.10.1.1 All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

9.10.1.2 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the College has any direct responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

9.10.2 Duty to Provide Information

9.10.2.1 The actual policy contracts arranged with insurers shall be deemed to be an integral part of this Agreement. Copies of the actual policy contracts will be kept on file in the College's offices and in the Media Centre (College Library). Upon reasonable notice, access to these policy contracts will be granted to employees and to authorized representatives of the Union. The College and the Union will make every effort to provide promptly any information regarding the benefit plans to any employee requesting the information.

9.10.2.2 The College shall notify the Union before any change is made in the limits or substance of the policy contracts.

9.10.3 College's Liability Limit

The Union recognizes and agrees that the College's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The College cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

Any costs associated with the review shall be borne by the College.

9.10.4 Leave of Absence

9.10.4.1 Where an employee has been granted an approved leave of absence without pay, in excess of thirty (30) calendar days, and the employee has been participating in the following benefit coverages:

Flexible Benefits Plan	Article 9.4
Disability Income Benefit	Section 9.5

the employee must pay 100% of the premiums for those coverages during such leave, fully paid in advance or by monthly post-dated cheques before the leave commences.

9.10.4.2 Parental Leave

9.10.4.2.1 Where an employee exercises his/her entitlement to Articles 10.2.2.1 or 10.2.2.2.1 and the employee has been participating in any benefit plan, the College shall continue to pay the premiums of the plan in the same manner as if the employee were not absent where:

- the College pays the total premium of the plan, or the employee elects to continue to pay her share of the premium of a jointly paid for plan.

9.10.4.2.2 Notwithstanding 10.2.3, where an employee exercises his/her entitlement to extended Parental Leave pursuant to Article 10.2.2.2.2, the employee must maintain those benefits carried during the immediately preceding Parental leave and shall pay 100% of the premiums for the period of the extended leave. Prepayment of such premiums shall be pursuant to the same conditions as set out in Article 9.11.4.1.

9.11 Eligibility - Protection

Notwithstanding any other provision of this Agreement, all employees who are enrolled in any benefit plan coverage during the term of the prior Agreement, will continue to be eligible to enrol in the benefit plans for which they now have coverage, notwithstanding that they would not now qualify for such coverage due to the changes in eligibility contained in this Agreement.

***9.12 Financial and Lifestyle Planning**

*9.12.1 The College shall provide, at no cost to employees, one retirement planning workshop per academic year. Employees and their spouses may attend one such workshop every five years. The timing of the workshop and the selection of the presenters are subject to agreement between the CCFA and the College. The workshops shall include, but shall not be limited to, basic financial planning and the considerations around lifestyle changes.

*9.12.2 Employees who are retiring in the current year or who have received reduction notice in the current year shall have access to financial counselling under article 18.4.

*9.12.3 The Union shall have the option of determining how the available funds are to be allocated in any given year under 9.12.1 and 9.12.2. The cost of

providing benefits under 9.12 cannot exceed the cost of providing the benefit committed to under 9.12.1.

Article 10 **LEAVES OF ABSENCE**

10.1 **Sick Leave (see Article 2.8)**

10.1.1 Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days.

10.1.2 The College may require proof of illness.

10.1.3 Should a single illness exceed thirty (30) calendar days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in 10.1.1. After the thirty (30) days of a single continuous illness, benefits of the Long Term Disability plan per 9.5.4 of this Agreement shall apply, in accordance with the terms of that Plan.

10.1.4 Employees shall contact the Benefits Department as soon as they become aware that the sick leave may continue beyond the expiry of their sick leave entitlement as described in 10.1.1.

10.1.5 Should a claim application for the long term disability benefit be denied by the insurer, the employee shall suffer no loss of pay for a further thirty (30) teaching or contact day period, unless the single lifetime entitlement to this period has been exhausted previously (cf 10.2.5).

10.2 **Parental Leave (see Article 2.8)**

10.2.1 **Application**

All provisions of this article apply equally to male and female employees.

10.2.2 **Entitlement**

10.2.2.1 **Prior to the Date of Birth**

A pregnant employee, unless she requests such to be deferred, is entitled to parental leave without pay eleven (11) weeks before the expected period of confinement.

*10.2.2.1.1 A pregnant employee is entitled to an additional period of up to seventeen (17) weeks of parental leave, without pay, before the expected period of confinement. Such additional leave will accommodate the commencement of the employee's assignment period. Employees with a pregnant spouse are entitled to parental leave, without pay, upon confinement of the pregnant spouse.

10.2.2.2 After the Date of Birth or Adoption

10.2.2.2.1 An employee shall be entitled to Parental Leave without pay for a period of up to three (3) years following the date of birth or adoption of his/her child.

10.2.2.2.2 The College shall be notified of the duration of Parental Leave to be taken as follows:

10.2.2.2.2.1 With respect to the first year of the leave:

- in a maternity situation, not later than 18 weeks after the commencement of the leave;
- in a non-maternity situation, not later than prior to the commencement of the leave.

10.2.2.2.2.2 With respect to the second and third years of the leave:

- in both a maternity and non-maternity situation, not later than 18 weeks prior to the expiry of the first or second year's leave.

10.2.2.2.2.3 In all circumstances, a Parental Leave's duration must accommodate the return to work of an employee at the commencement of a semester.

10.2.2.3 On the Date of Birth or Adoption

An employee not exercising any other entitlement under this Article shall be granted a one (1) day leave with pay on or immediately prior to or after the date of birth or adoption of his/her child. A further two (2) days leave with pay shall be granted provided the duties of the employee are discharged at these normally scheduled times at no cost to the College.

10.2.2.4 Caring for Sick Child

An employee shall be entitled to up to three days leave with pay per year for the purpose of caring for a sick child. An additional two days, with pay, shall be granted provided the duties of the employee are discharged at their normally scheduled times at no cost to the College. This benefit is only available when there is no other competent adult to attend to the child's needs. The College may require medical verification of the child's illness.

10.2.3 Employment Standards Act

Subject to 9.10.4.2.2, Part 7 (Maternity Leave) of the *Employment Standards Act* at the date of signing of the Agreement shall in all applicable circumstances govern.

10.2.4 Cessation

Parental Leave shall cease when the employee:

- 10.2.4.1 • Resigns during the period of leave.
- 10.2.4.2 • Elects not to return to his/her position at expiry of leave, or fails to do so within the prescribed time limit.

10.2.5 Application of Sick Leave

Any pregnant employee may use her bank of thirty (30) teaching or contact sick days towards maternity and/or any pregnancy related illness.

10.2.6 Benefit Continuation

See 9.10.4.

10.3 Workers' Compensation

10.3.1 An employee shall remain on sick leave for the first thirty (30) continuous calendar-day period of any injury which qualifies for Workers' Compensation. The College shall advise Workers' Compensation Board of such coverage to enable their forwarding initial payments directly to the College, and subsequent entitlements directly to an employee.

10.3.2 Employees should contact the Personnel Department with respect to Long Term Disability entitlement in such circumstances as soon as they become aware that the disability may continue after the expiry of their sick leave coverage.

10.4 Paid Educational Leave

10.4.1 Funding

The parties agree that Paid Educational Leave is beneficial to both the College and the Faculty and, in that light, the parties agree to the funding of such leaves as follows:

- 10.4.1.1 Subject to 10.4.1.2, the College shall annually make available funds in the amount of 3% of salary budget committed to all regular positions for the purposes of Paid Educational Leave, as set out below.
- *10.4.1.2 When the College, upon receipt of its annual budget allocation, determines that there will be a decrease in services as measured by the level of services funded in the previous year, the College may decrease the sum allocated to Paid Educational Leave, provided that the aggregate sum shall not be reduced by more than 40% to a minimum of 60% of the funds specified in 10.4.1.1 in the academic year commencing August 1, 1989 and each August 1st thereafter. One Hundred Thousand dollars (\$100,000) of this drawn down amount shall be added to the Benefit Trust Fund of Article 21.
- 10.4.1.3 When the College receives growth funding for specified purposes, such designated funding shall not be included in the determination of level of services as specified in 10.4.1.2.
- 10.4.1.4 In the event that the sum allocated for Paid Educational Leave in any year is not fully utilized in the intended year, the unutilized amount shall carry forward as funding available for PEL in subsequent years in addition to amounts arrived at under 10.4.1.1 and 10.4.1.2 above. Monies carried forward shall be used to increase the number of Paid Educational Leaves in subsequent years.
- 10.4.2 Paid Educational Leave Seniority Credits**
- 10.4.2.1 Paid Educational Leave Seniority (PELS) credits are accumulated on the same basis as seniority as described in article 11.8.6 until July 31, 1994 (1 section earns 1 PELS credit). Commencing August 1, 1994, PELS credits are accumulated at twice this rate (1 section earns 2 PELS credits).
- 10.4.2.2 Accumulation of PELS credits is retroactive to the date on which the employee was first hired and has been continuously employed or, when not employed, has held renewal or recall rights.
- 10.4.2.3 PELS credits may only be applied to Paid Educational Leave and have no payout consequences on termination, resignation or death.
- 10.4.2.4 Any temporary employee who has worked an average of 4 sections or more in the last four academic years and who has 32 or more sections worth of uncommitted PELS credits, and any regular employee who has 32 or more sections worth of uncommitted PELS credits, may apply for a paid educational leave. The application is subject to the adjudication provisions of 10.4.4.1.

- 10.4.2.4.1 After satisfactory adjudication, uncommitted PELS credits will be the deciding factor as to the order in which Paid Educational Leaves are granted. Uncommitted PELS credits are the accumulated PELS credits less any PELS credits committed to a granted Paid Educational Leave whether or not that leave has yet been completed.
- 10.4.2.5 The leaves will be funded from the allocated Paid Educational Leave commitment of 10.4.1.
- 10.4.2.6 All employees who have previously been awarded and have taken a leave under 10.4 shall have their PELS credits retroactively adjusted on the basis of minus 128 credits for a long-term leave and 64 credits for a short-term leave. In no case shall the resulting calculation cause a PELS credit count of less than zero as of April 1, 1989. A long-term leave shall be defined as a leave of more than one term of one calendar year. A short term leave shall be defined as a leave of from eleven (11) days to one term. This article applies only to leaves awarded prior to April 1, 1989.
- 10.4.3 Employees returning from Paid Educational Leave shall remain in the employ of the College for a minimum of one year following completion of their leave. In the event of default in carrying out such obligation the employee may be required to refund all or part of the amount paid by the College to the employee during such leave, on such terms as the College considers appropriate.
- 10.4.4 Procedures**
- 10.4.4.1 Paid Educational Leave is granted through the authority of the College. In adjudicating proposals to establish eligibility for Paid Educational Leave, the enhancement of the educational goals of the College, the excellence and the professional merit of the leave proposal, and the competence of the employee to accomplish the purposes of the leave are amongst the prime considerations. The Paid Educational Leave Committee has the authority to set the standards for Paid Educational Leave and to adjudicate leave proposals against those standards. The Paid Educational Leave Committee shall not weigh the relative merits of proposed Paid Educational Leaves in the adjudication process.
- 10.4.4.2 Paid Educational Leave may be combined with earned Professional Development and vacation time.
- 10.4.4.3 Proposals for Paid Educational Leave will be invited once each academic year. The closing date for each year's proposals will be at least sixteen (16) months prior to the beginning of the academic year to which the leave relates.

Applicants will receive a decision at least twelve (12) months prior to the beginning of the academic year to which the leave relates.

- 10.4.4.3.1 Proposals for Paid Educational Leaves beginning in the immediately following academic year shall be treated in the same manner as other proposals if the appropriate Dean and Co-ordinator agree the functional needs of the College can reasonably be met during the leave.
- 10.4.4.4 Proposals for Paid Educational Leave are submitted to the appropriate Dean and must be accompanied by an outline of the purpose of the leave.
- 10.4.4.5 Proposals received are adjudicated by the Paid Educational Leave Committee which consists of six faculty members or their alternates (see Article 2.8).
- 10.4.4.6 The amount allocated to the employee for the purposes of leave shall be computed as follows:

$$\frac{\text{PELS credits applied}}{16} \times \frac{1}{10} \times \text{employee's per section rate at time of leave} \times 8$$

unless the employee earned their credits as a Private Music Instructor, in which case the amount allocated for these credits shall be computed as follows:

$$\frac{\text{PELS credits applied}}{16} \times \frac{1}{10} \times \text{employee's hourly rate at time of leave} \times 100 \times 8$$

Up to 80 PELS credits can be applied per term of leave. Paid Educational Leaves shall be for one or two terms only. The PELS credits applied shall be deducted from accumulated PELS credits after the leave has been completed. Compensation available to faculty members on Paid Education Leave shall not exceed one hundred percent (100%) of the compensation that the faculty members would have otherwise received.

- *10.4.4.7.1 Part Time Paid Educational Leaves shall be permissible where the objective of the Paid Educational Leave can be better accomplished on a part time basis and where the functional needs of the College can reasonably be met during the Part Time Leave.
- 10.4.4.7.2 Postponement of a Paid Educational Leave for up to one year shall be permissible in exceptional circumstances where the objective of the Paid Educational Leave can still be accomplished and the College's operational needs can still be reasonably met during the leave. Exceptional circumstances shall be determined by the Paid Educational Leave Committee.

10.4.4.7.3 When employees on Paid Educational Leave elect to top up their pensionable service to one hundred percent, the employees shall pay their share and the College shall pay its share from the Paid Educational Leave fund.

10.4.4.8 The employee, within one month of his/her return to duty, must submit to the Dean reasonable and satisfactory evidence of having carried out the purpose for which the leave was granted and, in the event of default in carrying out such obligations, may be required to refund all or part of the amount paid by the College to the employee during such leave, on such terms as the College considers appropriate.

10.5 Other Leaves

Leave of absence from duty for regular and temporary employees will be available as follows:

10.5.1 Unpaid Educational Leave (see Article 2.8)

10.5.1.1 Upon agreement among the Dean, Co-ordinator and employee an educational leave without pay or benefits may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to maintain benefit coverage pursuant to 9.10.4.

10.5.1.2 Agreement by the Dean and Co-ordinator in 10.5.1.1 shall not be unreasonably withheld.

10.5.2 Bereavement (see Article 2.8)

In case of death in the immediate family, for an appropriate period not to exceed two (2) weeks but with pay only for up to one week, the employee shall notify the appropriate Co-ordinator whose responsibility it shall be to notify the appropriate Dean. Immediate family shall mean spouse, child, or any person to whom the employee stands *in loco parentis*, brother, sister, parent, parent-in-law, any person if living in the same household, an intimate, in the sense of close personal relationship, and any other person, with the approval of the Dean. The word “spouse” will be deemed to include a common-law spouse.

10.5.3 Personal (see Article 2.8)

10.5.3.1 Upon agreement among the Dean, Co-ordinator and employee a leave for reasons other than those specified elsewhere in this Agreement (e.g. study, compassionate, travel, political, religious, etc.) may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to

maintain benefit coverage pursuant to 9.10.4. Such leave shall be without pay unless otherwise authorised.

- 10.5.3.2 Agreement by the Dean and Co-ordinator in 10.5.3.1 shall not be unreasonably withheld.

10.5.4 Union Duties

- 10.5.4.1 Members of the Unit are permitted to participate in Union and related duties during the course of any year so long as arrangements satisfactory to their Co-ordinators and the Dean have been made for the carrying out of their contractual obligations to the College.

- 10.5.4.2 Reasonable release time without pay shall be provided by the College to persons named by the Union for the conduct of Union business; this release time shall be provided in section units. The provision of the said release time is contingent on suitable arrangements being made for the carrying out of the contractual duties to the College of the said persons.

- 10.5.4.3 An employee shall be granted part or full-time leave of absence for union business, including work or duties performed for any organization to which the union is affiliated, subject to the following:

- 10.5.4.3.1 The leave shall not exceed two years.

- 10.5.4.3.2 The leave shall be subject to the reasonable and bona fide curriculum and scheduling requirements of the employer.

- 10.5.4.3.3 An employee granted the leave shall continue to receive full salary and benefits from the employer and the union shall, on a monthly basis, reimburse the employer for the full amount of the employee's salary and benefits.

- 10.5.4.3.4 The employee shall continue to accrue seniority equal to the sections or section equivalencies for which he/she is released.

- 10.5.4.4.4 The College shall make every reasonable effort to provide equipment and software to individual CCFA Executive Member's offices such that they may access the College computer network.

10.5.5 Court Appearances

- 10.5.5.1 The College shall grant leave with pay to employees summoned for jury duty or required to serve jury duty or subpoenaed for a court appearance.

10.5.5.2 In cases where an employee's private affairs have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.

10.5.5.3 An employee in receipt of his/her regular earnings while serving at court shall reimburse to the College all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the College.

10.6 Faculty/Employee Exchanges

10.6.1 The College shall encourage and facilitate exchanges of employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the College. Exchanges are viewed as, and take the form of, professional development activities.

10.6.2 Employees on exchange remain members of the bargaining unit and agree to remain in the employ of the College for a minimum of one year after the exchange has been completed.

10.6.3 The Union and the College may annually review, and amend with mutual agreement, the procedures for implementing the faculty/employee exchange program. (See Appendix D).

10.7 Duration of Leaves

10.7.1 The parties agree that the following leaves shall not be granted for a period longer than two (2) consecutive years:

- 10.4 - paid educational
- 10.5.1 - unpaid educational
- 10.5.3 - personal
- 10.5.4.3 - union business
- 10.6 - faculty/employee exchanges secondment

**Article 11 APPOINTMENTS, EVALUATION, TERMINATION AND
SUSPENSION, REGULARIZATION, REDUCTION**

11.1 Co-ordinators

11.1.1 Appointments (see Article 2.8)

The final decision for appointment of Co-ordinators rests with the Dean; however with a view to arriving at a consensus amongst those in the bargaining unit and those in the administration directly affected by any particular appointment, the following consultative processes will be used in making such appointments:

- 11.1.1.1 By March 15, the Dean will invite applications from those employees wishing to be considered for a Co-ordinator's position.
- 11.1.1.2 Each Dean will then initiate the process of selection of Co-ordinators and will ensure democratic involvement of employees in this selection process. This will be done by the Dean requesting the functional area to conduct an election by secret ballot requiring a majority vote to confirm its recommendation, irrespective of the number of applicants for the position of Co-ordinator, among the applicants pursuant to 11.1.1.1. If, by May 15 there is no accord between the Dean and the functional area, or if the functional area has failed to submit a name to the Dean, the Dean, subject to the decision making model described in Article 2.8, will make the appointment.
- 11.1.1.3 Co-ordinators will be appointed for an initial term of two (2) years. Renewals to that appointment will be for terms of one (1) year. Co-ordinators will be released from faculty duties for a minimum of one (1) three-credit section per term, or one-quarter (1/4) of a normal duty load. In appropriate cases, the Dean may arrange for more release time.
- *11.1.1.4 Annual Co-ordinator orientation shall be done jointly by the Union and the College. All new Co-ordinators' appointments shall be subject to their attending the Co-ordinator orientation.
- 11.1.1.5 The Dean may ask a Co-ordinator to resign in the case of a non-confidence vote taken by secret ballot within a functional area. In areas where there are two, or fewer, faculty, including the Co-ordinator, the Dean may remove the Co-ordinator for cause, without a vote of non-confidence from the area. Such removal is subject to review through the grievance procedure (See Article 2.8).

11.1.1.6 An employee may decline appointment as Co-ordinator; a Co-ordinator may resign at any time, the resignation to take effect at the first opportunity consistent with the needs of the functional area. In such an event, the Dean shall initiate the process indicated in 11.1.1.2.

11.2 **Administrators**

11.2.1 **Search Committee - Regular Appointments**

11.2.1.1.1 Selection of the Executive Administrators is the duty and responsibility of the College Board. It is recognized, however, that such persons should be selected only after wide consultation within the College community. Therefore, before making a permanent appointment of an Executive Administrator, the College Board will establish a Search Committee within the College.

11.2.1.1.2 The Committee will be comprised of an equal number of members of the Union and members of the Administration who do not belong to the bargaining unit, which latter members may include a member or members of the College Board. The Union shall select its members for such committees. In addition to the members so selected, a chairperson shall be named by the College Board who will ordinarily be the President. The chairperson will be non-voting. It will be the responsibility of the Search Committee to recommend names to the College Board for appointment to the office in respect of which it is struck.

11.2.1.2 The above is not intended to exclude the possibility of staff and/or student representatives also being invited by the College Board to join in such a search committee. In the event that the College Board does invite representation from these additional constituencies, the number of representatives from each additional constituency shall not exceed the number of Faculty Union representatives on the Committee.

11.2.1.3.1 Although appointments will normally be made from the names submitted by the Search Committee, the Board may appoint any candidate whose application has been placed before the Search Committee. Further, the names of all qualified internal candidates, whether or not they hold acting appointments, shall be included in the recommendations referred to in Articles 11.2.1.1.2 and 11.2.2.1.1.

11.2.1.3.2 For purposes of 11.2.1 to 11.2.1.3.1 above, the term “Executive Administrator” shall be understood to mean the President and any other administrator who reports directly to the President.

- 11.2.1.3.3 Selection of administrators is a duty of the College Board. Such appointments shall only be made after a Search Committee has recommended an appointee to the Board.
- 11.2.1.3.4 The Committee shall be comprised of an equal number of members of the Union and the Administration. The Union shall select its members for such committees. In addition to the members so selected, a chairperson shall be named by the President. The chairperson shall be non-voting.
- 11.2.1.3.5 Staff and/or student representatives may be invited to join such a committee. In the event that such additional representatives do join the committee, the number of representatives from each additional constituency shall not exceed the number of Faculty Union representatives on the Committee.
- 11.2.1.3.6 Although appointments will normally be made from the names submitted by the Search committee, the Board may appoint any candidate whose application has been placed before the Search Committee. Further, the names of all qualified internal candidates, whether or not they hold acting appointments, shall be included in the recommendations referred to above.

11.2.2 Search Committee - Acting Appointments

- 11.2.2.1.1 In order to make Acting appointments to positions named in 11.2.1.3, the Board shall establish a committee consisting of one member of the Board or an administrator, and the President of the Union or his/her delegate. In addition to these members, a non-voting chairperson, who will normally be the President, shall be appointed by the Board. As well, the Board may invite a representative of OPEIU, Local No. 378 and a representative of the Student Society to join the Committee.
- 11.2.2.1.2 Within one (1) week of the establishment of this committee, the committee shall recommend a name or names to the Board, which recommendation shall be advisory only. If the Committee does not make a recommendation within one week, the Board will make the appointment.
- 11.2.2.2 When it appears that an acting appointment will last for a period longer than four months, a Search Committee as specified in 11.2.1 will be formed at the time the initial acting appointment is made, or immediately upon the Administration's determination of the probable length of the appointment. At the conclusion of the process outlined in 11.2.1, the person selected by that process shall receive the acting appointment. The initial acting appointment resulting from 11.2.2 may be extended by mutual agreement between the parties if the work of the Search Committee is not concluded at the end of the four-month period.

11.2.3 Faculty Secondment

- 11.2.3.1 Faculty who are appointed to an administrator position may choose to enter the “administrator stream” or to receive a secondment from their faculty position to fill the administrator position. Such secondment shall be for up to three years. Secondment renewals beyond that period require the agreement of the Union and the College. During the secondment the faculty member must maintain contact with his/her discipline by working at least one section of primary duties per year in his/her functional area. Faculty who are seconded will be fully compensated on the appropriate administrator scale. Faculty who are seconded are subject to evaluation as an administrator and as an active faculty member. Such faculty members are excluded from union membership for the period of the secondment but have access to the grievance process for issues concerning his/her faculty evaluation and are required to pay union dues on the faculty work.
- 11.2.3.2 Seconded faculty may switch to the “administrator stream” at any time providing this does not conflict with the operational needs of the faculty’s functional area.

11.3 Faculty Appointments

- 11.3.1 Every effort will be made to have all new regular employees appointed by May 31st of the year preceding the beginning of the academic year; and temporary employees by May 31st when appropriate to the needs of the College.
- 11.3.2 All candidates for employment are to be processed and dealt with in a similar manner.
- 11.3.3 The parties recognize and agree that only employment appointments of individuals can be made under this Agreement. Appointments cannot be offered to corporations, partnerships or proprietorships.

11.3.4 Criteria

During the screening and interview processes, the applicant will be evaluated according to criteria classification, so far as they are applicable to the job classification in question, as follows:

- 11.3.4.1 • professional qualifications;
- 11.3.4.2 • professional development and experience;
- 11.3.4.3 • teaching experience;

- 11.3.4.4 • college contribution;
- 11.3.4.5 • community awareness;
- 11.3.4.6 • personal attributes.

11.3.5 Procedures

- 11.3.5.1 All applications should be dated and acknowledged, and filed appropriately for use by the Dean and made accessible only to the Co-ordinator and the Search Committee of the functional area. Positions will be posted publicly as soon as they are identified.
- 11.3.5.2 The Dean will request the appropriate Co-ordinator to establish a Search Committee and to assume or delegate the chairing of the Committee. All other members of the Committee shall be drawn from members of the bargaining unit. Search Committees shall normally consist of at least three (3) members (see Article 2.8).
- 11.3.5.3 The Search Committee shall interview candidates and compile a shortlist of candidates, and this list shall be forwarded to the Dean for his/her consideration. These may be ranked when appropriate.
- 11.3.5.4 The Dean and at least one member of the Search Committee shall then interview the short-listed candidates and make a joint recommendation to the President of two or more names. These may be ranked when appropriate; the Dean and the Search Committee shall attempt to reach a common ranking and recommendation.
- 11.3.5.5 Notwithstanding the above, the names of all internal candidates with the required competence and/or qualifications shall be included in the shortlist of candidates referred to in 11.3.5.3 and the recommendation referred to in 11.3.5.4.
- 11.3.5.6 At the discretion of the Dean 11.3.5.4 may be omitted, providing the Dean forwards to the President the recommendation in 11.3.5.3.
- 11.3.5.7 Where positions involve duties in more than one functional area, the Co-ordinator, Search Committee and the Dean referred to in 11.3.5.1 to 11.3.5.6 shall be drawn from each functional area.
- 11.3.5.8 Persons recommended under 11.3.5.4 may not necessarily be appointed, but no appointment will be made that is not recommended by the Search Committee.

11.3.5.9 Applications shall have a closing date stated in the publication or advertisement. Only applications received before the closing date or by the date the Committee begins interviewing, whichever is later, shall be referred to the Search Committee.

11.3.6 Change in Appointment

*11.3.6.1 When an employee has worked a minimum of one (1) section, or section equivalent, for five (5) consecutive years or more, in a functional area other than that in which he/she holds an appointment, his/her appointment(s) will be changed to reflect the assignment history.

*11.3.6.2 If the employee does not wish to accept the changed appointment, his/her assignment may revert to his/her original appointment.

*11.3.6.3 For the purpose of all applications of Article 11.8, an employee who accepts a changed appointment as a result of the application of Article 11.3.6, will be considered to also hold an appointment in the functional area(s) in which he/she held an appointment before the application of Article 11.3.6.

*11.3.6.3.1 If, as a result of the application of Article 11.3.6.3, an employee requires retraining to meet the current subject competence and/or qualifications that match the *bona fide* curriculum requirements as determined by the College and the functional area, he/she shall be given an unpaid educational leave for a period of up to two (2) years in order to retrain. This article does not limit the ability of the College to pay for the retraining, or of the employee to choose that the retraining form part or all of his/her professional development activities. The employee may choose to complete the retraining while working as long as the required competence and qualifications are achieved in a timely manner.

11.4 APPOINTMENTS

11.4.1 REGULAR APPOINTMENTS

11.4.1.1 Probationary Appointment

11.4.1.1.1 Normally, the first appointment for a regular employee shall be for a one-year probationary period.

- 11.4.1.1.2 The probationary period shall be waived for a regular employee who previously met the following conditions as a temporary employee:
- 11.4.1.1.2.1 • he/she had successfully completed his/her temporary probationary period, and
- 11.4.1.1.2.2 • his/her appointment had been in the same discipline or subject area as the regular position.
- 11.4.1.1.3 Having met these conditions, the regular employee shall be on a continuous appointment according to 11.4.1.2.
- 11.4.1.1.4 At least three (3) months prior to termination date of the appointment, the regular employee shall be offered a continuous appointment or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, he/she shall be offered a probationary extension of up to one year or shall be advised that such an offer is not to be made.
- 11.4.1.1.5 When the evaluation during the probationary year results in a probationary extension, alerting and guidance followed by a further evaluation, as set out in 11.5, will be conducted during the extension period.
- 11.4.1.1.6 At least three (3) months prior to the termination date of the extended probationary period, the regular employee will be offered a continuous appointment, or advised such an offer is not to be made (see 11.6.6).
- 11.4.1.1.7 Where the person being offered his/her first regular appointment does not have complete credentials for the position, the appointment may specify that further appointments will be conditional upon completion of the credentials even though he/she may have received a satisfactory evaluation.
- 11.4.1.1.8 Further conditional appointments, each normally being for a one-year period, up to a maximum of four (4) additional years following expiry of the first appointment, will normally be offered assuming the employee can provide evidence that he/she has achieved reasonable progress towards the completion of the credentials.
- 11.4.1.1.9 If mitigating circumstances beyond the control of the employee make the completion of the credentials unattainable, subsequent offers of reappointment will not be withheld simply because the credentials remain incomplete. The determination of what constitutes reasonable progress towards completion of the credentials or what constitutes mitigating circumstances shall be made by the Vice President by April 1 of each year. Mitigating circumstances shall not include the straightforward failure of the employee to meet the standards of the accrediting institution or agency.

11.4.1.2 Continuous Appointment

- 11.4.1.2.1 A satisfactory completion of the probationary appointment period shall result in a continuous appointment and shall establish the employee's five (5) year cycle for evaluation pursuant to 11.5.1.4.
- 11.4.1.2.2 In the event that the evaluation conducted pursuant to 11.5.1.1 results in the determination of less than satisfactory performance and judged by the criteria set out in 11.5.2, this appointment will be terminated. Such termination can only occur after alerting and guidance (see 11.6.7.1).
- 11.4.1.2.3 Terminations shall be subject to the procedures specified in 11.6.7.
- 11.4.1.2.4 Notice of such termination pursuant to 11.4.1.2.2 shall be given a minimum of five (5) months prior to the date the termination is to take effect. The time limits of such notice are mandatory. Failure to observe the timelines shall result in the notice having no force and effect.

11.4.2 REGULAR LIMITED TERM APPOINTMENTS (see Article 2.8)

- 11.4.2.1 The length of an appointment made under this provision (see 2.1.4) is limited to a maximum of one year. At least five (5) months prior to the termination date of the appointment, the regular limited term employee will be offered an extension of the appointment unless the employee who is absent from the regular position is returning or has resigned; or, in the case of a Regular Limited Term employee appointed under 2.1.4.1.1, the assignment is complete or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, will be advised that such an offer is not to be made.
- 11.4.2.2 If the RLT position referred to above is filled by an RPT employee in accordance with 2.1.4.2.1, and when the RLT position is terminated as a consequence of the resignation referred to above, then the holder of the RLT position shall be offered the vacated regular position.
- 11.4.2.3 Upon expiry of a Regular Limited Term appointment the employee shall be offered a temporary appointment if the duties which the employee has satisfactorily performed, or similar duties within the competence of the employee, recur within the next three terms. An employee who refuses such an offer forfeits his/her rights to a further appointment. A Regular Limited Term employee who declines an appointment in a third consecutive term does not lose his/her reappointment rights as a result of that declining. (See 6.11.8).
- 11.4.2.4 The employee will not be offered a temporary appointment if:

- an evaluation, judged on the criteria set out in 11.5.2, indicates less than satisfactory performance, or
- the reduction process (11.8) is applied, or
- there are insufficient temporary sections available in the functional area; insufficient temporary sections may arise as a consequence of assigning a duty load to an RPT employee in excess of his/her contracted minimum.

11.4.3 TEMPORARY APPOINTMENTS

11.4.3.1 A temporary appointment shall be specified to be such at the time of offer and shall be for a specific period of time not to exceed one (1) year.

11.4.3.2 Probationary Appointment

11.4.3.2.1 Normally, the probationary period for a temporary employee will end after one year of successful evaluation(s) for a temporary employee with a full duty load, and after two years with successful evaluation(s) for a temporary employee with less than a full duty load.

11.4.3.2.2 At least six (6) weeks prior to the end of the final instructional term in the probationary period, the temporary employee will be advised that he/she has successfully completed his/her probationary period or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, he/she shall be offered a probationary extension of up to one year or shall be advised that such an offer is not to be made.

11.4.3.2.3 When the evaluation during the probationary period results in a probationary extension, alerting and guidance, followed by a further evaluation as set out in Article 11.5, will be conducted during the extension period.

11.4.3.2.4 At least three weeks prior to the termination date of the extended probationary period, the temporary employee will be advised that he/she has successfully completed his/her probation, or shall be advised that a further appointment is not to be made. In the event the employee challenges the content of his/her evaluation file, is under Alerting and Guidance, or the Dean requests further information under 11.5.6.2, the three-week time limit shall not apply.

11.4.3.3 Further Temporary Appointment

11.4.3.3.1 At least three (3) weeks prior to the termination of a temporary appointment, the employee will be advised whether or not an additional temporary

appointment will be offered. In the event the employee challenges the content of his/her evaluation file, is under Alerting and Guidance, or the Vice President requests further information under 11.5.6.2, the three week time limit shall not apply.

- 11.4.3.3.2 A temporary employee will be offered an additional temporary appointment if the duties which the employee has satisfactorily performed, or similar duties within the competence of the employee, recur within the next three terms. An employee who refuses such an offer forfeits his/her rights to a further appointment. A temporary employee who declines an appointment in a third consecutive term does not lose his/her reappointment rights as a result of that declining (see 6.11.8).
- 11.4.3.3.3 The temporary employee will not be offered another temporary appointment if:
- 11.4.3.3.3.1 • an evaluation, judged on the criteria set out in 11.5.2, indicates less than satisfactory performance, or
 - 11.4.3.3.3.2 • the reduction process (11.8) is applied, or
 - 11.4.3.3.3.3 • there are insufficient temporary sections available in the functional area; insufficient temporary sections may arise as a consequence of assigning a duty load to an RPT employee in excess of his/her contracted minimum.
- 11.4.3.3.4 For temporary employees with a duty load of less than 0.5 section per term or equivalent, the normal processes of appointment, reappointment and evaluation may be waived by agreement between the functional area and the Dean. The employee and/or the Dean may request an evaluation and an evaluation shall then take place; if an evaluation in conformity with 11.3 and 11.5.2 takes place, the other provisions 11.4.3 shall apply.

11.4.4 IMPLEMENTATION

The probationary provisions apply only to employees hired after April 1, 1989.

11.5 EVALUATION PROCEDURE

11.5.1 SCHEDULE FOR EVALUATIONS

- 11.5.1.1 Temporary and regular employees will be evaluated at least once per academic year following procedures outlined in 11.5.

- 11.5.1.2 For temporary employees not on scale who have had two (2) years of successive successful evaluations, the Dean shall, unless there are valid reasons otherwise, waive these procedures two years out of three.
- *11.5.1.3 For temporary employees on scale, the Dean shall, unless there are valid reasons otherwise, waive these procedures for the first four years of a five-year cycle established in the academic year following their most recent regular evaluation.
- 11.5.1.4 For regular employees, the Dean shall, unless there are valid reasons otherwise, waive these procedures for all employees with continuous appointments, except for those who are in the fifth year of their five (5) year cycle established for them at the commencement of their continuous appointment. In this latter instance, the procedures specified in 11.5.1.1 shall be initiated in the fifth year of their five (5) year cycle.
- 11.5.1.4.1 Employees, participating in an exchange under Appendix D, will have their evaluation period extended for a period equivalent to the term of the exchange.
- 11.5.1.5 For employees who attain the age of 65 by the beginning of the subsequent academic year, the waivers of 11.5.1.2 and 11.5.1.3 shall not apply and the Dean shall, unless there are valid reasons otherwise, waive these procedures every other year.
- 11.5.1.6 All evaluations under article 11.5.1 shall be conducted by an Evaluation Committee under article 11.5.5.
- *11.5.1.7 Where, under articles 11.5.1.2, 11.5.1.3 and 11.5.1.4, the Dean refuses to waive the annual evaluation of an employee and an evaluation occurs during the intervening years, that evaluation will have no effect on the timing of the employee's pre-existing evaluation cycle (i.e. three years, four years and five years).

11.5.2 EVALUATION CRITERIA

- 11.5.2.1 Evaluation criteria and procedures shall be applied in a similar manner to all employees. The following are the criteria for evaluating an employee. Though designed for instructors, they will be applied *mutatis mutandis* to other employees.

11.5.2.2 The Employee in Relation to Students

11.5.2.2.1 Develops an approach to learning designed to reach a wide variety of students. Students should be encouraged to develop an independent and questioning attitude and not be unduly dependent on the faculty for learning.

11.5.2.2.2 Each student should be treated with respect and genuine interest.

11.5.2.2.3 An employee's commitment to his/her discipline should demonstrate a balanced and full presentation of material and an identification of his/her philosophy as pertinent to the course material.

11.5.2.3 The Employee in Relation to Instructional Assignments

11.5.2.3.1 Adequately develops the course objectives in writing.

11.5.2.3.2 Communicates material and answers questions clearly and effectively.

11.5.2.3.3 Organizes and develops material clearly and effectively.

11.5.2.4 The Employee in Relation to his/her Subject or Area of Specialty

11.5.2.4.1 The employee should understand and be knowledgeable in the latest developments in his/her field. Where practicable, the employee should also be involved in such developments.

11.5.2.4.2 The employee should design and teach material to take into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the community.

11.5.2.5 The Employee in Relation to Other Employees

11.5.2.5.1 Employees should be willing to exchange ideas and to assist each other professionally.

11.5.2.6 The Employee in Relation to the College

11.5.2.6.1 Aside from contractual obligations, an employee is expected to participate in departmental meetings, student consultations, and in such other activities from which the students, the employees and the College as a whole may reasonably be expected to profit.

11.5.2.6.2 Employees should make a continuing contribution to the objectives of the College.

11.5.3 THE EVALUATION FILE

- 11.5.3.1 A Co-ordinator shall be responsible for ensuring that the materials listed below are present in the evaluation file and that they have been reviewed by the employee before the Committee considers a specific employee's case. However, should the Co-ordinator fail to have the materials collected or fail to have the employee review the materials, the Committee's consideration of the case will not be invalid only by reason of such failure. When the file is complete, the employee will be notified in writing accordingly.
- 11.5.3.2 The evaluation file shall contain only the following items, and all materials shall pertain only to and be based upon the criteria set forth in 11.5.2.2 - 11.5.2.6:
- *11.5.3.3 Questionnaires filled out by the students which, normally, will not be distributed until at least forty percent (40%) of the scheduled contact time for the course has been completed. Employees shall be evaluated on a minimum of two instructional equivalent sections per evaluation, unless the employee is instructing fewer than two instructional sections during the evaluation period, in which case his/her total term instructional workload will be evaluated.
- 11.5.3.4 A report, from one or more employees, chosen by the employee being evaluated, unless the employee being evaluated and the Co-ordinator (or his/her designate) elect in writing to waive this item. This report will deal with at least the criteria in 11.5.2.2, 11.5.2.3 and 11.5.2.4.
- *11.5.3.5 A report from the appropriate Co-ordinator or his/her designate, based on the criteria in 11.5.2.2 to 11.5.2.6. The report may contain the conclusion of the Co-ordinator, or Co-ordinator designate as to whether the employee's performance is satisfactory or less than satisfactory.
- 11.5.3.6 Materials, including self-submissions, relevant to the evaluation added to the file by the employee. These materials may be added any time prior to the expiration of the challenge period of Article 11.5.4.1. When materials are added following completion of the Co-ordinator or designate report (11.5.3.5), this fact should be noted on the material.
- 11.5.3.7 Materials relevant to the evaluation added to the file by the appropriate Dean or by the President. It is agreed that only such material as is based on the Dean's or the President's personal contact, investigation or observation will be added. The Dean's submission to the current evaluation file of employees on continuing appointment shall be limited to the period commencing with the recommendation of the immediately previous evaluation committee and to information included in the immediately previous evaluation file.

- 11.5.3.8 In the case of instructors, the reports mentioned in 11.5.3.4 and 11.5.3.5 shall be based at least in part on observation visits to their classrooms; for all other employees, these reports shall be based at least in part on observation visits to their work area.
- 11.5.3.9 No classroom visit for evaluation shall take place without reasonable prior notification to the employee being evaluated.
- 11.5.3.10 The evaluation file is open to the employee at any time during College business hours, but the file must not be removed from the office in which it is kept.

11.5.4 CHALLENGE TO THE EVALUATION FILE

- 11.5.4.1 An employee may insert a written challenge into his/her evaluation file, challenging any statements made in the submissions which constitute the materials under 11.5.3.3 to 11.5.3.7. The challenge must be submitted within seven working days of the employee being advised that the evaluation file is complete. The challenge shall relate to the appropriateness of statements made in the material on the grounds that they are not relevant or that they contain information and/or judgments that are not supported by the evidence of materials in the file. The challenge procedure must be completed prior to the review of the evaluation file by the Evaluation Committee.
- 11.5.4.2 The challenge will be evaluated by a Challenge Committee established by the Dean and drawn from at least three functional areas and the Committee must include in its recommendations to the Dean a recommendation that the challenge be either sustained or denied in total or in part (see Article 2.8).
- 11.5.4.3 The Dean shall make a final determination in writing as to whether all or part of the challenge will be sustained or denied. If the challenge is denied in total or in part, the portion denied will be entered in the evaluation file along with the employee's written challenge.
- 11.5.4.4 Where the appropriate Dean determines that a challenge in total or in part is sustained, the sustained materials shall be removed from the file by the Dean. The employee shall be informed of this and provided with the materials impugned and all the written materials comprising the challenge and its disposition relating to the sustained portion of the challenge.
- 11.5.4.5 Where the Dean determines that a challenge in total or in part is sustained, any letter of reference or response to a request for a recommendation will not reflect the contents of that sustained challenged material, nor will the said contents be reflected in the Dean's recommendation to the President.

11.5.5 EVALUATION COMMITTEE

11.5.5.1 The appropriate Co-ordinator shall establish one or more Evaluation Committees, drawn from the Faculty in appropriate functional areas. No one shall serve on this Committee who has submitted any material to the employee's evaluation file for that evaluation period, unless there is agreement by the employee and the Dean. This Committee shall recommend to the Dean one of the following alternatives:

- 11.5.5.1.1 • In the case of a probationary employee, extension of the probationary period, further temporary appointment, continuous appointment, or termination;
- 11.5.5.1.2 • In the case of a temporary employee, appointment renewal, with or without alerting and guidance, or non-renewal of contract;
- 11.5.5.1.3 • In the case of an employee on a continuous appointment, continuation of that appointment, with or without alerting and guidance, or termination.

11.5.5.2 The Committee shall make its recommendation on the basis of the five criteria listed in 11.5.2.2 through 11.5.2.6 and, subject to the provisions of 11.5.5.3, only on the basis of materials in the evaluation file collected since the date of the last contract renewal.

11.5.5.3 In cases where alerting and guidance has been initiated, the evaluation file shall include all evaluation material initiating the alerting and guidance and all subsequent evaluation materials until the alerting and guidance is completed and the employee is notified that the alerting and guidance has been completed.

11.5.5.4 Where there is a substantial problem under any of the components of the evaluation, the Evaluation Committee may request clarification of, or additional information on, that component. Before the component is considered, the employee will be notified and can challenge the new material under 11.5.4.1 and/or add materials under 11.5.3.6.

11.5.5.5 The Committee's recommendation and reasons shall be given in writing. The employee shall be given a copy of the recommendations.

11.5.6 THE DEAN'S EVALUATION

11.5.6.1 The Dean will make an overall evaluation and recommend to the President one of the following alternatives:

- 11.5.6.1.1 • In the case of a probationary employee, extension of the probationary period, further temporary appointment, continuous appointment, or termination;
- 11.5.6.1.2 • In the case of a temporary employee, appointment renewal, with or without alerting and guidance, or non-renewal of contract;
- 11.5.6.1.3 • In the case of an employee on a continuous appointment, continuation of that appointment, with or without alerting and guidance, or termination.

11.5.6.2 Where there is a substantial problem under any of the components of the evaluation, the Dean may request of the Evaluation Committee clarification of, or additional information on, that component.

11.5.6.3 Alerting and Guidance

- 11.5.6.3.1 The employee shall be advised of the Alerting and Guidance in writing. The letter will indicate the particular guidance required with respect to the criteria of 11.5.2.
- 11.5.6.3.2 A guidance committee shall be established consisting of a minimum of three (3) to a maximum of five (5) faculty members, approved by the employee.
- 11.5.6.3.3 The guidance and subsequent evaluation for employees on probation shall commence in the next term with an instructional assignment and, in the event the alerting and guidance is not complete at the end of the probationary period, the probationary period will be automatically extended to the end of the alerting and guidance. The guidance and subsequent evaluation for employees, not on probation, shall occur in the next academic year.
- 11.5.6.3.4 The guidance committee will write a report to the Dean indicating the magnitude and the specifics of the guidance provided. This report shall be submitted before reappointment.
- 11.5.6.4 In the case of a continuous employee, a recommendation of continuation of that appointment marks the beginning of a new evaluation cycle, commencing with the beginning of the next academic year.

11.5.6.5 Union Notification

When an employee is placed on alerting and guidance, the union will be notified of that fact. Failure to notify the union does not invalidate any of the procedures under 11.5 nor remove any of the College's rights under this Collective Agreement.

11.5.7 **SPECIAL CASES**

- 11.5.7.1 In cases where the Co-ordinator mentioned in 11.5.5.1 is being considered by the Committee, the Dean will establish the Evaluation Committee.
- 11.5.7.2 When an employee has been on leave, the recommendation will be based on the material for the period during which the employee has been on duty.
- 11.5.7.3 When, during the final year before an evaluation, a regular employee is on a one year leave pursuant to 10.4 or 10.5.1, the date for the employee's evaluation shall be advanced in increments of one (1) year until the leave is completed.
- 11.5.7.4 When there is no new material in the employee evaluation file since the last evaluation, the Committee recommendation will be, in the case of a temporary employee a further temporary appointment and in the case of an employee on a continuous appointment, confirmation of that continuous appointment and, in the case of a probationary employee, continuous appointment or a further temporary appointment.
- 11.5.7.5 An employee may request an evaluation of his/her performance by the Dean at any time. These shall be placed in the evaluation file. The Dean is not hereby restricted from making such evaluation as he considers appropriate.

11.6 **TERMINATION AND SUSPENSION****11.6.1** **UNION REPRESENTATION**

At any disciplinary meeting between an employee and the College, the employee has a right to be represented by a steward or officer of the Union.

11.6.2 **RESIGNATION**

A regular employee who resigns shall give at least six (6) months' notice in writing to the President. The resignation date shall coincide with the end of the term. These provisions may be waived or the dates altered by mutual consent in writing.

11.6.3 **RETIREMENT**

If an employee wishes to retire at age sixty-five (65) or earlier, the retirement shall coincide with the end of the term and he/she must give at least six (6) months' notice in writing to the President. These provisions may be waived or the date altered by mutual consent in writing.

11.6.4 SUSPENSION

In conformity with Part V, Section 28 of the *College and Institute Act*, the President may suspend an employee. The President shall provide a written notice of suspension to the employee at or before the time of said suspension, and will, within two (2) working days, provide his reasons in writing for levying the suspension, on the understanding that a copy of the letter will then be placed in the employee's evaluation file. The employee may grieve the suspension and, in conformity with provisions of the Act, may appeal to the College Board.

11.6.5 TERMINATION FOR JUST CAUSE

The College Board may dismiss an employee for just cause. The College will provide the employee with written notice of the dismissal at or before the time of dismissal, and written reasons will be provided at the time of dismissal, where practicable; or in any case, within seven (7) calendar days.

11.6.6 NON-RENEWAL OF APPOINTMENT DURING PROBATIONARY PERIOD

11.6.6.1 Within twenty-one (21) days after notice by or on behalf of the College that his/her appointment is not to be renewed, the union may, on behalf of the probationary employee, appeal the non-renewal by presenting a written complaint to the President.

11.6.6.2 If within ten (10) calendar days the President does not resolve the complaint, there shall be an appeal hearing by a three-member Appeals Board. One member shall be named by the Union, one shall be named by the President; the President's nominee shall not be the Co-ordinator of the appealing employee or Dean of his/her functional area. The chairperson shall be drawn on a rotation basis from the list of "Arbitrators and Appeal Board Chairpersons" specified in 5.3.

11.6.6.3 The Appeal Board shall formally hear the question put by the employee or his/her representative as to whether or not he/she should have been renewed. The employee shall be permitted to introduce evidence relevant to the issues to support his/her case and the Dean who made the recommendation referred to in 11.5.6 in respect of the appealing employee may also introduce relevant and substantial evidence to support his/her position.

11.6.6.4 The evaluation criteria referred to in 11.5.2 shall be the only criteria used by the Appeal Board in making its decision.

- 11.6.6.5 The Appeal Board shall consider the evidence and shall render its decision, which shall be binding on all parties, within three (3) weeks after a chairperson has been selected. The Appeal Board shall act with all powers of arbitration under the *Labour Relations Code*.
- 11.6.6.6 Article 5 does not apply to 11.6.6 except as to procedural matters. Nothing in 11.6.6 shall preclude the Union or employee exercising any right of appeal under the *College and Institute Act*.
- 11.6.7 PROCEDURE FOR SUSPENSION OR DISMISSAL**
- 11.6.7.1 Suspension or dismissal of an employee for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvements have failed to result in a satisfactory level of performance as judged against the criteria set out in 11.5.2. Except as otherwise provided herein, such suspension or dismissal shall only occur after the President has obtained a report from the Special Evaluation Committee.
- 11.6.7.2 The Special Evaluation Committee (SEC) will be made up of one (1) member from the Union, one (1) from Administration, and one (1) sub-administrator mutually acceptable to both parties to the Collective Agreement. The members of the Committee may be released from their duties up to full time at their discretion for the duration of the Committee's work. The person being evaluated and one (1) representative of the Union may also be released of their duties at the discretion of the person being evaluated. The Union shall bear any costs for the release time of the Union representative on the SEC and for the Union representative of the person being evaluated.
- 11.6.7.3 The Committee shall investigate the following questions: first, do there exist reasonable grounds to claim that the performance was unsatisfactory enough to warrant suspension or dismissal? Second, had there previously been adequate alerting and guidance?
- 11.6.7.4 The Committee shall submit to the President its report within two (2) weeks of the activation of the SEC process.
- 11.6.7.5 All SEC reports shall be kept on file and it is recommended that any SEC refer to these reports for guidance.

- 11.6.7.6.1 The SEC process shall be activated by and dated from the date on which the employee and the Union are notified in writing by the President that the employee is to be suspended or that a recommendation is to be made for his/her dismissal. The written notice shall name the College's appointee to the SEC and invite the Union to name its appointee.
- 11.6.7.6.2 In the event of failure of the parties to agree upon the appointment of a member within one (1) week of the activation of the SEC, or the failure of the Committee to deliver its report on time, the President may suspend or recommend dismissal without benefit of the Committee's report.
- 11.6.7.6.3 Refusal by either party to devote a reasonable amount of time to the deliberations of the committee shall be deemed a point of substance in any actions taken by either party which ensue from this process.
- 11.6.7.7 Nothing in 11.6.7 shall preclude the applicability of Article 5.

11.7 REGULARIZATION

Regularization is the process by which a regular position is created. Regularization is also the process by which an employee receives a regular appointment or has his/her commitment level increased. Regularization occurs under 11.7.1 (automatic regularization of the position), 11.7.2 (automatic regularization of the employee), 11.7.3 (discretionary regularization), 11.7.4 (regularization through review of work), and 2.1.4 (regular limited term).

Articles 11.4.1.1.7 to 11.4.1.1.9 apply to appointments resulting from Article 11.7.

- * Regularizations, other than discretionary regularizations (11.7.3), are to be processed in the following order: first, increases to existing regular positions (11.7.1.2 and 11.7.2.4); second, automatic regularization of the employee (11.7.2 except 11.7.2.4); third, creation of new regular positions under the four year test of 11.7.1.1.1; fourth, creation of new regular positions under the three year test of 11.7.1.1.1; and lastly, regularization through review of work (11.7.4).

11.7.1 Automatic Regularization

11.7.1.1 Creation of New Regular Positions

- *11.7.1.1.1 When an eligible temporary employee has worked:

- assignments during each of the past three (3) consecutive years of four (4) or more section(s) or section equivalent(s),

or

- assignments during the past four (4) consecutive years averaging four (4) or more section(s) or section equivalent(s) per year,

or

- when an RPT has worked four (4) or more sections above his/her commitment level for the past three (3) years

or

- when an RPT has worked an average of four (4) or more sections above his/her commitment level for the past four (4) years,

a new regular position or an increase to the commitment level of an RPT employee (subject to 11.7.1.2 and the order established in 11.7) shall be established with a commitment level of the average annual assignments worked by a temporary employee over the specified period or of the average annual assignments in addition to his/her regular commitment worked by an RPT over the specified period expressed as a whole number when rounded down.

11.7.1.1.2 An eligible temporary employee is a temporary employee who has Capilano College as his/her primary place of employment.

11.7.1.1.3 For the purpose of Article 11.7, Capilano College is considered to be a temporary employee's primary place of employment if

- at least fifty percent (50%) of his/her current total work at all places of employment is at Capilano College,
- the employee provides a full and accurate disclosure of all employment and declares that Capilano College is his/her primary place of employment,

and

- the functional area agrees to the primary place of employment designation applying to the employee.

11.7.1.1.4 The search for the new regular position shall be restricted to employees who have completed probation and whose two most recent evaluations resulted in satisfactory evaluations. Such employees shall not be placed above step 9 on the salary scale. The search shall follow the processes of 11.3.

11.7.1.1.5 If the search committee's recommendation is refused by the Dean, the Dean must provide reasons for his/her refusal. Such a refusal by the Dean is grievable, and in any arbitration resulting from such a grievance, the onus rests with the College.

11.7.1.1.6 An external search shall occur if the Dean and search committee have not agreed on a common recommendation. Subject to agreement of the Dean and the functional area, an external search shall occur if the search committee does not recommend an eligible temporary employee (11.7.1.1.4) and the Dean concurs, or if no eligible temporary employee (11.7.1.1.4) applies for the new regular position.

11.7.1.2 Increases to Existing Regular Positions

*11.7.1.2.1 Sections which are identified to be regularized under Article 11.7.1.1 shall, at the option of the RPT, be added to the commitment level of an existing RPT if he/she has the required subject competency and/or qualifications for the position. If there is more than one existing RPT, the functional area will decide how to apportion the identified sections. This decision is reviewable by the Dean under the provisions of Article 2.8

11.7.1.3 Limitations on Impact of Automatic Regularization

11.7.1.3.1 Regularization will not occur under 11.7.1.1 or 11.7.1.2 if it results in the regularization of more than one hundred percent (100%) of base sections allocated to a discipline for the most recent year ending April 30. Where assignments include more than one discipline partial regularization may occur under this provision (i.e. where one discipline is at one hundred percent and the other is not). Partial regularization may also occur where it brings the discipline up to one hundred percent regularization of base sections.

Base sections are defined as those sections which cannot be removed/reassigned without departmental consultation required under the collective agreement.

11.7.1.3.2 A new regular position will not be created if the work performed in the preceding three or four years would not have occurred without the replacement of employee(s) assigned non area-specific co-ordination and/or the replacement of employee(s) on parental leave and/or on leave for Union business.

11.7.1.3.3 In the case of non-base funded contract work the regularization by the College shall be for the number of sections or section equivalents identified under 11.7.1.1 and 11.7.1.2 or the number of sections or section equivalents assured of funding for the subsequent year, whichever is less.

11.7.1.3.4 Where some portion of the work causing an 11.7.1 regularization does not result from an established pattern of available work in a particular functional area, then a joint appointment may be created with this portion of the regular position being considered a general appointment to the College as a whole. Each position created must have at least one specific appointment area. Bumping rights (11.8) under this provision are restricted to the specific appointment area(s).

11.7.1.4 Timing of Automatic Regularization

The calculation of the past three (3) or four (4) consecutive years' results required in 11.7.1.1.1 shall be done for the year ending each April 30. Any resulting regularization is to be effective the immediately following August 1.

11.7.2 Automatic Regularization of the Employee

*11.7.2.1 When a temporary employee has worked for a minimum of five consecutive years at four (4) or more sections or section equivalents per year ending April 30, has received recent excellent evaluations, has Capilano College as his/her primary place of employment, and if applicable, meets the credential requirement of 11.7.2.4 below, then he/she shall be regularized in a new regular position with a commitment level of the average assignment over the specified period expressed as a whole number when rounded down. (See Letter of Agreement re: application of clause for April 30, 1995.) For the purposes of calculating sections worked, an employee on parental leave shall be considered to be working.

11.7.2.2 A search-like committee of the functional area, appointed by the Co-ordinator, shall determine whether or not the temporary employee (11.7.2.1) has had excellent evaluations. This determination is subject to agreement by the Dean. If the Dean disagrees with the search-like committee's determination, the disagreement is grievable. In any arbitration resulting from such a grievance, the onus rests with the College.

11.7.2.3 Where some portion of the work causing an 11.7.2 regularization does not result from an established pattern of available work in a particular functional area, a joint appointment is created with this portion of the regular position being considered a general appointment to the College as a whole. Each position created must have at least one specific appointment area. Bumping

rights (11.8) under this provision are restricted to the specific appointment area(s).

11.7.2.4 If the faculty employee's functional area is affected by credential requirements set by an Institution or agency external to the College and if these credential requirements are determined to be valid and necessary by the Education Council of Capilano College, then to qualify for regularization under 11.7.2, the employee must hold the credential(s) required by that institution or agency. Where a Temporary employee otherwise qualifies for regularization under 11.7.2, the College shall offer a regular appointment which may be conditional upon the required credential(s) being acquired by the employee within four (4) years from the date of appointment.

*11.7.2.5 When an RPT employee has worked for a minimum of five (5) consecutive years, at least one (1) or more section(s) or section equivalent(s) per year, ending April 30, above his/her regular commitment level then his/her regular commitment level shall, at the option of the employee, be increased by the average additional assignments over the specified period expressed as a whole number when rounded down.

11.7.3 Discretionary Regularization

The College may create a new regular position at any time, unless its creation interferes with an automatic regularization per 11.7.1 or 11.7.2 that would otherwise occur on completion of the assignments already made to employees.

11.7.4 Regularization Through Review of Work

11.7.4.1 Inventory of Bargaining Unit Work and Positions

11.7.4.1.1 The College shall maintain an inventory of bargaining unit work and positions. The members of the CCFA Regularization Committee shall have access to all information concerning bargaining unit work performed by members of the bargaining unit and all other work for which members of the bargaining unit were released.

11.7.4.1.2 Without limiting the generality of the foregoing, the inventory of work performed by the bargaining unit members shall be identified by the following:

- program
- co-ordinated area
- department
- subject area/discipline

- name, job classification, and appointment status (RFT, RPT, RLT, Temporary, Auxiliary) of the bargaining unit member who performed the work
- location
- term
- type of funding (e.g. base funding, temporary funding such as RAC)
- nature of section (e.g. teaching, co-ordination, release, lab. supervision and PMI)
- any other factor deemed necessary by the CCFA Regularization Committee

11.7.4.1.3 Without limiting the generality of the foregoing, the inventory of bargaining unit positions shall be identified by the following:

- program
- co-ordinated area
- department
- subject area/discipline
- name, job classification, and appointment status (RFT, RPT, RLT, Temporary, Auxiliary) of bargaining unit member
- commitment level for regular employees and assignment level for temporary employees
- activity status of employee (e.g. active, on leave, LTD, reduced load, etc.)
- primary location
- terms normally assigned
- any other factor deemed necessary by the CCFA Regularization Committee

11.7.4.2 CCFA Regularization Committee

The CCFA Regularization Committee shall be constituted no later than September 15 of any year. Normally the membership of the committee will remain fixed for two years.

11.7.4.3 Timelines and Procedures for Regularization Review of Work

The timelines established for the regularization review of work shall not limit the College's ability to create and/or fill a regular position at any time during the year, nor shall they prevent the Committee reviewing areas of possible regularization that are brought to its attention because of extraordinary circumstances or because of errors or omissions in the inventory.

- 11.7.4.3.2 By September 30 of each year, the Committee shall meet to establish the information necessary for its deliberations. The College shall undertake to provide this information.
- 11.7.4.3.3 By October 15 the College shall notify the Committee of any information which it has been unable to obtain. The College shall facilitate the endeavours of the Union to collect this information for its members on the committee.
- 11.7.4.3.4 By October 31, the College shall provide the information which represents the previous academic year.
- 11.7.4.3.5 The CCFA Regularization Committee shall review the inventory of bargaining unit positions and of bargaining unit work and shall identify the possible areas of regularization which arise as a result of that review.
- 11.7.4.3.5.1 Possible areas of regularization exist where there is a differential between the total commitment level to all RFT's and RPT's and the total number of sections worked by all employees in these possible areas. Possible areas of regularization may occur by combining work across subject areas, disciplines, programs, departments, functional areas, co-ordinated areas or any other reasonable groupings of bargaining unit work.
- 11.7.4.3.5.1.1 The differential calculated in 11.7.4.3.5.1 will be increased by the sections committed to any regular position which has, as of the beginning of the current academic year, ceased to be a position of the College except when caused by the reduction (11.8) or elimination of the work.
- 11.7.4.3.6 After consultation with the co-ordinated area the Union shall advise the College, by January 31, of the increased regularization it is recommending.
- 11.7.4.3.6.1 Increased regularization may occur by either the creation of a new regular position which must have a minimum commitment of four sections or by increasing the commitment level to an existing regular part-time employee by not less than one section, providing he/she has the subject competency for the increased load.
- 11.7.4.3.6.2 The recommendations in 11.7.4.3.6 shall specify whether the increased regularization is to be added to an existing RPT or used to create a new regular position. If a new regular position is created the Union shall recommend whether it is to be full-time (RFT) or part-time (RPT).
- 11.7.4.3.7 After consultation with the co-ordinated area, the Deans shall advise the CCFA Regularization Committee, by February 28, of their agreement or disagreement with the recommended regularization. If the Deans are not

agreeable to the proposed regularization they shall advise the CCFA Regularization Committee of the curriculum requirements or other constraints leading to such a disagreement.

- 11.7.4.3.8 Where the Union wishes to pursue the regularization further a meeting will be held between the Vice-President, the Executive Director of Employee Relations and representatives of the Union. That meeting shall attempt to resolve the disagreement.
- 11.7.4.3.9 Where there is agreement in 11.7.4.3.7, or where the disagreement is resolved under Article 11.7.4.3.8, the Executive Director of Employee Relations will forward the Union's regularization recommendations to the President.
- 11.7.4.3.10 Where there continues to be a disagreement, and the Union wishes to pursue the regularization further, the President will meet with the Union representatives and hear their recommendation(s). The President will then determine what new regularization is to occur by not later than March 31.
- 11.7.4.3.11 Decisions of the President shall normally be implemented to take effect at the beginning of the subsequent academic year. Where a position is regularized and an existing employee is appointed pursuant to 11.3 and if the existing employee has, and has had, during the current Academic Year, a workload consistent with the new regular position, then the effective date of the regular appointment will be August 1 of the current academic year. The College shall endeavour to provide all benefits retroactively but such an appointment may not retroactively entitle the new employee to all benefits.
- 11.7.4.3.12.1 Where the President does not accept a regularization recommendation of the Union, the question of whether all disputed regularizations are justified may, within the time limits specified in 5.2.1.2 (Policy/Group/ Union grievances), be referred by the Union to an arbitrator chosen pursuant to 5.3.1, except where the following occurs:
- 11.7.4.3.12.1.1 • where more than 70% of the portion of the bargaining unit work which is required to meet the approved level of service funded by the base provincial grant is committed to regular positions. Service levels are expressed in full-time equivalent student enrolment.
- 11.7.4.3.12.1.2 • bargaining unit work includes all work performed under the employee classifications of Articles 6.1, 6.2, 6.3, 6.4A, 6.4, 6.5, 6.6 and 6.7 and shall be measured in sections or section equivalents. Nothing in the above precludes the regularization of sections funded in any other manner.

- 11.7.4.3.12.2 Notwithstanding the above, any regularization recommendation or claim which causes either of the following to occur may not be submitted to arbitration:
- 11.7.4.3.12.2.1 • where the proposed regularization will result in 10% or less, with a minimum of two (2), of the base sections in a co-ordinated area, except in the case where a co-ordinated area has more than one program unit, in which case this restriction will apply to the subject or discipline, being uncommitted to regular positions. It is agreed that, for this purpose, a program unit in the Academic Studies division is a discipline or department.
- 11.7.4.3.12.2.2 • the proposed regularization will result in the College being unable to assign duties to all regular employees in a manner consistent with all the terms and conditions of the agreement.
- 11.7.4.3.12.3 If there are significant changes to the funding mechanism which affect the application of this clause, the parties will meet to negotiate appropriate changes to 11.7.4.3.12.1.1.
- 11.7.4.3.12.4 The decision of the arbitrator is final and shall be implemented.

11.7.5 Regular Part-Time Employee Eligibility for New Regular Full-Time Positions

- 11.7.5.1 When a new RFT position is created, or an RFT position becomes vacant, an RPT employee will be offered the position providing he/she has the subject competency for a full duty load. The increase in a regular employee's commitment level per 11.7.1.2 from less than a full duty load to a full duty load is not considered creation of a new RFT position for the purposes of Article 11.7.5.
- 11.7.5.2 In the event that an RPT employee does not have the subject competency, or the RPT employee declines the offer, then the normal search selection processes shall apply.
- 11.7.5.3 In the event that the RPT employee accepts the RFT position offered, then the normal search and selection processes shall apply when a vacant RPT position remains.
- 11.7.5.4 An RPT employee may become an RFT employee only as of August 1 of any year, at which time he/she will be newly placed on scale according to the criteria of Article 8.1

11.8 Reduction

- 11.8.1 The College recognizes the importance to employees, their families, and to the community of a stable employment situation and therefore shall exercise its right under this article in a reasonable and fair manner and in a manner which endeavours to preserve and maintain employment. Notwithstanding the foregoing, the College may find it necessary to reduce the workload of employees and/or the number of employees because of any one or several of the following reasons: low enrolments; a significant change in or elimination of programs, courses, or other bargaining unit work where it is reasonably anticipated to be of a permanent nature; a shortage of funds.
- 11.8.1.2 Where reduction occurs as a consequence of technological change, Article 14 shall first apply.
- 11.8.2.1 For the purposes of this Agreement, the term “reduction” means a reduction in the number of employees or a reduction in the workload (i.e., the number of sections or the number of hours) for which a Regular employee has been contracted by his/her appointment letter.
- 11.8.2.2 The effect of reduction on a Regular employee is the revision of the employee’s contracted workload from that specified in the employee’s letter of appointment to the new contracted level specified by the College in the Notice of Reduction. This new level of workload will remain in force, regardless of the workload actually performed in any subsequent year, until it is either further reduced or, following the test set out in Article 11.8.5.5.2.1, it is increased.
- 11.8.3.1 In the event that it becomes necessary for reduction to occur, the reduction will take place in those functional areas identified by the College.
- 11.8.3.2 A Notice of Reduction will be issued in writing to the employee either by June 1 and shall take effect on the immediately following August 1 or by October 15 and shall take effect on the immediately following January 1. The union shall be notified in writing of the planned reduction two (2) weeks prior to the issuance of the Notice to the employee. Within two (2) weeks of the notification to the Union, the College will meet with the Union to explore and, if possible, to develop viable alternatives to the reduction of regular employees.
- 11.8.3.3 A Notice of Reduction shall state the reason(s) for the reduction.
- 11.8.3.4 A Notice which does not actually result in a reduction of workload in a year in which it is issued shall be deemed null and void.

11.8.4 Reduction within a Functional Area

- 11.8.4.1.1 Within each functional area identified by the College for reduction, temporary employees in the functional area shall not have their appointment status renewed before any regular employee is reduced unless no regular employee in the functional area has the subject competency and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.
- 11.8.4.1.2 Within each functional area identified by the College for reduction, RPT employees in the functional area will be reduced before RFT employees in the functional area unless no RFT or more senior RPT employee in the functional area has the subject competency and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.
- 11.8.4.2 For regular employees only, and after the application of Article 11.8.4.1.2, seniority (see Article 11.8.6) shall be the basis for determining the order in which reduction occurs; neither the classification of the employee nor the level of the regularization of the RPT employee shall have any effect on this determination. The least senior of the Regular employees will be reduced unless no other more senior employee has the subject competence and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.

11.8.5 Rights of a Reduced Employee

- 11.8.5.1 Subject to the subsequent clauses in Article 11.8.5, the rights of a reduced employee are fourfold: The right to an actual workload which is equal to the percentage of workload for which s/he was originally contracted; the right to severance pay; the right to retraining; the right to a reversal of reduction.

11.8.5.2 Actual Workload

- 11.8.5.2.1 The parties agree that, wherever possible, a reduced Regular employee should have an actual workload which is equal to the percentage of workload for which s/he was originally contracted. Further, the parties recognize that, from time to time, circumstances may be such as to make this possible or, failing that, circumstances may be such as to enable a reduced Regular employee to have an actual workload which exceeds the new level of contracted workload specified in the Notice of Reduction. In either case where this occurs, the parties agree that such occurrence does not constitute either a withdrawal of the Notice of Reduction or any change to that reduction.

- 11.8.5.2.2.1 A reduced Regular employee's right to the workload which is equal to the percentage of workload for which s/he was contracted prior to reduction may be exercised as set out below.
- 11.8.5.2.2.2 For a functional area in which a Regular employee is on reduction, any sections allocated to that functional area that are in excess of the number required to meet the reduced commitment to Regular employees in that functional area shall be offered first to reduced RFT employees on the basis of seniority, then to reduced RPT employees on the basis of seniority and without regard to their level of regularization, and then to Temporary employees.
- 11.8.5.2.2.3.1 A Regular employee reduced in the functional area to which they are appointed shall be assigned duties in another functional area provided that they have the required competence and/or qualifications as determined by a search-like process and provided that no continuing employee be thus displaced. Where a reduced Regular employee has been assigned previously to such other functional areas, s/he may, at the discretion of the Dean, be required to submit to a search-like process before further assignments are made.
- *11.8.5.2.2.3.2 A continuing employee is any Regular employee or Temporary employee who has been placed on the salary scale and who is appointed to a functional area and who still retains rights to a further appointment in that functional area. An employee who has had an assignment to but no appointment to a functional area is not a continuing employee of that functional area. An employee who is assigned work in a functional area in which he/she has not previously held an appointment, shall not exercise bumping rights with respect to any continuing employee in that functional area save and except continuing employees appointed to the functional area subsequent to the reduced employee's assignment to the functional area. The seniority and bumping rights of the reduced employee in the functional area in which they have been reduced shall not be adversely affected by their assignment to another functional area.
- 11.8.5.2.2.3.3 A search-like process is one which parallels that established for the selection and appointment of new faculty save that the two interviews contemplated by Articles 11.3.5.3 and 11.3.5.4 shall be collapsed into a single interview and the task of the Search Committee shall be to determine whether or not the reduced employee in question would have been recommended to the President pursuant to Article 11.3.5.4 had s/he been applying as an external candidate for a new appointment. This determination shall not take into account whether the reduced employee is more competent or even equally competent as compared to any employee likely to be bumped. No person

shall serve on the Search Committee whose position could be adversely affected by the success of the reduced employee.

11.8.5.3 **Severance**

11.8.5.3.1 A Regular employee who is under notice of reduction to zero sections of workload may elect to receive severance pay at any time prior to the expiry of his/her rights to further assignments.

11.8.5.3.2 A Regular employee who is under notice of reduction of a reduced level of workload which is greater than zero sections may elect to take severance within thirty (30) days from the notice of reduction or within thirty (30) days from the first anniversary of that notice. An employee who does not elect this severance option within either thirty (30) day timeline will retain all rights specified in 11.8.5.1 except for severance. This option to take severance will be available to the employee each time a new notice of reduction is issued which lowers the committed workload from that in force at the time of issuance of the new notice. Once the workload commitment is reduced to zero sections, then 11.8.5.3.1 shall apply.

11.8.5.3.3 A reduced employee who received severance pay thereby waives and loses all other rights, claims or entitlements under this Collective Agreement and ceases to be an employee of the College.

11.8.5.3.4 An employee who has received severance pay and is subsequently appointed pursuant to a search process shall retain the severance payment made and, for the purposes of any future severance pay, the employee's seniority shall be calculated from the date of the subsequent appointment.

11.8.5.3.5 Severance pay shall be calculated as:

$$\textit{Severance} = 0.05 \times S \times Y$$

where

S is the full-time annual salary for the step that the employee is on as of the date the reduction takes effect.

Y is the number of full-time equivalent years the employee has held continuous appointment status as reflected in the employee's seniority pursuant to article 11.8.6 to a maximum of ten (10).

11.8.5.4 **Retraining**

11.8.5.4.1 The College will use its good offices to secure retraining for all those reduced Regular employees whose actual workload is zero sections. Prior to the expiry of their rights to further assignments, these employees may use the instructional facilities of the College free of charge during any term that their actual workload is zero sections.

11.8.5.5 Reversal of Reduction

11.8.5.5.1 Recognising a reduced Regular employee's right to have their contracted level of workload reinstated to its original level, the College shall conduct the following test on an annual basis in each functional area where there are any reduced Regular employees.

11.8.5.5.2.1 For each functional area in which there is a reduced Regular employee, the difference between the total sections worked and the number of sections required to meet the reduced commitment to Regular employees will be computed. Where this difference is at least two (2) sections in any two (2) of three (3) consecutive terms, the College shall determine whether or not a reduced Regular employee's contracted level of workload is to be increased. This determination shall be done no later than April 30 of each year and if the workload is to be increased to his/her workload level prior to reduction, the Notice of Reduction shall be withdrawn.

11.8.5.5.2.2 Where it is determined that a reduced Regular employee's contracted level of workload is to be increased, the change shall be made in reverse order of employee reduction and shall be effective as of the immediately following August 1. Where there are no reduced RFT employees, the change shall be made to the most senior RPT employee and shall be effective as of the immediately following August 1.

11.8.5.6 Expiry of Rights to Further Assignments

11.8.5.6.1 A reduced Regular employee shall lose his/her rights to further assignments and cease to be an employee of the College when s/he has experienced an actual workload of zero sections for two consecutive years.

11.8.5.6.2 The records of Regular employees whose employment ceases because of reduction and all references supplied to others with respect to these employees shall clearly point out the nature of the cessation of employment, and every effort shall be made to avoid any stigma of dismissal being attached thereto.

11.8.6 Seniority Among Employees

- 11.8.6.1 Seniority within the functional area and other areas of previous assignment or appointment shall be applied if reductions in Regular employees are necessary.
- 11.8.6.2 Seniority shall be determined by counting all assignable sections as long as employment has been continuous. Leave of absence is not an interruption of continuous employment.
- 11.8.6.3 The following work shall be included in the calculations of assignable sections:
- all sections or sectional equivalency worked;
 - overload assignments;
 - section equivalencies when on Paid Educational Leave;
 - section equivalencies when on Exchange Leave;
 - release time to assume Union duties;
 - release time for jury duty;
 - bereavement leave time;
 - section equivalencies for Unpaid Educational Leave;
 - authorized sick leave, LTD periods and periods on WCB coverage;
 - parental leave periods;
 - section equivalencies for multi-location work;
 - section equivalencies while an employee is performing non-bargaining unit work at the College or seconded to positions outside the college for which the College has granted leave;
 - section equivalencies for co-ordination stipends.
- 11.8.6.4 No seniority will accrue for sections not worked as a consequence of personal leaves approved pursuant to Article 10.5.3 or as a consequence of work underloads approved pursuant to Articles 2.1.2.2 and provisions of 11.8.6.4 shall not apply to assignments under 2.1.2.3.
- 11.8.6.5 In instances of termination arising out of reasons other than reduction under 11.8 (resignation, dismissal with cause, termination for less than satisfactory performance, non-acceptance of a further offer of appointment) followed by a later appointment, no seniority from the previous appointment shall carry forward.
- 11.8.6.6 In instances of involuntary termination due to reduction followed by another appointment within a three-year period following the involuntary termination, seniority from the previous appointment shall carry forward, save that this value shall not be used for the determination of any future severance pay.

- 11.8.6.7 When two or more employees have an identical seniority level as determined by the calculation of seniority count, the employee whose date of commencement of employment is earliest shall be deemed the most senior. Where the employees commenced on the same date, the most senior employee shall be determined by a draw supervised by the College and the Union.
- 11.8.6.8 The date of appointment from which the seniority count begins shall be the commencement date of first appointment, whether Temporary or Regular.
- 11.8.6.9 Effective August 1, 1982, no more than eight (8) sections of seniority can be accrued in any academic year except where averaging of workload over two years has occurred.
- 11.8.6.9.1 No more than 8 sections of seniority can be accrued in any academic year except where averaging of workload over two years has occurred.
- 11.8.6.9.2 Notwithstanding 11.8.6.9.1, seniority will be calculated in accordance with the previous agreement (April 1, 1989 to December 31, 1991) for all work performed up until August 1, 1992.
- 11.8.6.10 The College and the Union agree that no advantage or disadvantage in seniority should accrue as a result of workload averaging pursuant to articles 6.11.1.1 or 6.11.1.2. In such cases, seniority at any time shall be calculated as if such averaging had not occurred.

Article 12 **INSTRUCTIONAL MATERIALS CREATED WITHIN COLLEGE**

12.1 The following arrangements apply to situations within the College in which members of the bargaining unit participate in the creation of instructional materials as part of their work for the College. The arrangements will not apply to the use of already existing materials in classes, to the copying or minor edition or rearranging of existing materials. These arrangements will apply only to the creation of instructional materials in cases where a significant amount of research and/or creative work has been required for the creation of instructional materials which are original.

12.2 **Copyright**

When an employee is assigned to develop instructional strategies/materials, copyright law provides that the copyright of these strategies/materials rests with the College in the first instance. Recognizing that the College is not a publishing house, and that the potential for royalty is strong motivation to authors and creators of innovative instructional strategies/materials, the copyright shall, upon request of the authors, be released to the authors on the following conditions:

12.2.1 That the College retains the right in perpetuity and without penalty to use these strategies/materials and/or alter these strategies/materials for their use but not for the purpose of profit.

12.2.2 The College may require that ten per cent (10%) of all royalties paid to, for or on behalf of the author, following such release of copyright by the College to him, be repaid, retained or paid to the College to defray the College's cost of their development.

12.3 **Authorship**

For the purpose of this Agreement the term "author" will mean the employee(s) responsible for the educational content of new materials and who play significant creative roles in the design and realization of the materials. If more than one person is involved in authorship, they shall have the right to determine the percentage of authorship borne by each such employee. In cases where agreement has not been reached when the work is completed, the College shall determine the proportion of authorship borne by each such employee.

12.4

Author's Copy

In all cases where instructional materials are produced pursuant to this provision, the College will provide the author one copy of the completed material, for the cost of the materials consumed in making that copy.

Article 13 **LAW**

13.1 **Human Rights**

The parties agree that the provisions of Section 8 of the *Human Rights Act*, SBC Chapter 22, 1984, apply as though included in, and forming part of, this Agreement.

Further, the parties agree there shall be no discrimination without reasonable cause. Without limiting the generality of the foregoing, personal lifestyle, sexual orientation, physical disability unrelated to job performance, previous and current psychiatric treatment unrelated to job performance, and number of dependants shall not constitute reasonable cause.

13.2 **College and Institute Act**

The parties recognize and agree that except as modified by this Agreement, all the rights, powers and authority vested in the Board, in the Union or in any employee of the Board by the provisions of the *College and Institute Act* and any other applicable legislation or regulation are retained.

Article 14 **TECHNOLOGICAL CHANGE**

14.1 **Definition**

14.1.1 For the purposes of this Agreement the term “technological change” shall be understood to mean changes introduced by the College in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.

14.1.2 Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated:

14.1.2.1 The introduction, because of technological change or development, of equipment, material or processes different in nature, type or quantity from that previously utilized.

14.1.2.2 A change, related to the introduction of this equipment, material or process, in the manner in which the College carries out its educational objectives and operations.

14.1.2.3 Any change in work methods, organization, operations, or processes which affects one or more employees.

14.1.2.4 Any change in location at which the College operates.

14.2 **Notice**

When the College intends to introduce a technological change:

14.2.1 The College agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.

14.2.2 The foregoing notwithstanding, the College shall provide the Union, at least ninety (90) days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

14.3 **Data To Be Provided**

The notice mentioned in 14.2 shall be given in writing and shall contain pertinent data, including:

- 14.3.1 The nature of the change.
- 14.3.2 The date on which the college proposes to effect the change.
- 14.3.3 The approximate number, type and location of employees likely to be affected by the change.
- 14.3.4 The effects the change may be expected to have on the employees' working conditions and terms of employment.
- 14.3.5 All other pertinent data relating to the anticipated effects on employees.
- 14.3.6 Draft changes and additions to the Collective Agreement (see 14.6).

14.4 **Notice to Functional Work Areas**

The notice mentioned in 14.2 and 14.3 shall also be given to the functional/subject area to be affected.

14.5 **Consultations**

Where the College had notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the College to protect the employees from any adverse effects. The College and Union agree to bargain in good faith on all aspects of the intended change.

14.6 **Resulting Agreements**

Where the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

14.7 **Failure to Agree**

Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the College of its intention of introduction of a technological change, and various matters, including compensation in the event of reduction, remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

14.8 **Effect of Dispute Resolution on Introduction of Technological Change**

Technological change shall not be introduced by the College until the matter is resolved by agreement or arbitration.

14.9 **Reduction in Number of Regular Employees as a Result of Technological Change**

14.9.1 In the event of a reduction in the number of regular employees in consequence of technological change, such reduction shall be governed by the reduction sequence provisions of this Agreement contained in 11.8.

14.9.2 During the period of employment between notice of reduction and reduction taking effect (as provided for 11.8), an employee shall retain his/her placement on the salary scale and level of earnings regardless of any transfer or reduction of duties performed by the employee.

14.10 **Relocation or Reassignment**

An employee cannot be relocated or reassigned within the College as a result of technological change without the written consent of the employee.

Article 15 **SEXUAL HARASSMENT**

15.1 Sexual harassment shall be as defined in the College's Sexual Harassment Policy which is attached to, and becomes a part of, this collective agreement as Appendix E. Complaints of sexual harassment shall be addressed through the procedures contained in that Policy.

Article 16 **LEGAL INDEMNIFICATION**

16.1 The College shall:

- (a) exempt and save harmless each employee from any liability action arising from the proper performance of his or her duties for the College, and
- (b) exempt and save harmless each retired employee from any liability action arising from the proper performance of his or her duties for the College prior to his or her retirement, and
- (c) assume all costs, legal fees and other expenses arising from any such action.

Article 17 **CHILDCARE**

17.1 The College shall create and maintain a registry of child care facilities available in the College region and shall provide that information to employees upon request.

Article 18 **EARLY RETIREMENT PLAN**

*18.1 For the purpose of expending funds allocated for early retirement under this collective agreement, the College shall accept and approve, on the basis of seniority as applied in 18.1.2, applications for early retirement of employees meeting the qualifications of 18.1.1

*18.1.1 The employee must meet the following qualifications:

- is age 55 or over;
- has a minimum of ten (10) years pensionable service under the *College Pension Act*, including those employees whose ten (10) years pensionable service could only be obtained through the purchase of past service under Article 21;
- is a regular employee at the time of early retirement;
- is on the maximum step of the salary scale;
- elects to cease employment with the College for purposes of retirement.

*18.1.2 For the purposes of Article 18 seniority is measured in accordance with Article 11.8.6 unless an employee qualifying under 18.1.1 can establish through certification of a physician jointly agreed upon by the Union and the College that the employee has significant outstanding health problems that would make continued employment at the College detrimental to the employee's medical condition. This employee shall have his/her seniority adjusted to 1.25 times seniority as measured by Article 11.8.6.

18.2 **Agreement**

An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the College.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.

18.3 **Benefit Options**

18.3.1 **Lump Sum Payment (OPTION “A”)**

The retirement benefit will be paid in one sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined instalments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

<i>Full Years To Retirement</i>	<i>Payout</i>
1	Up to 15% of annual salary
2	Up to 30% of annual salary
3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary

18.3.2 **Purchase of Past Service Contributions for Early Retirement (OPTION “B”)**

The College will purchase, on behalf of the employee, past service contributions to the College Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

*18.4 **Financial Counselling**

Each employee who accepts one of the foregoing incentives is entitled to attend with their spouse or another individual who advises the employee on his/her finances, a Financial Planning Workshop and to receive subsequent personal financial consultations conducted by a firm of qualified financial planners or consultants. Fees for the consultative sessions to a maximum of \$400 per session will be borne by the College.

*18.5 **Early Retirement Fund**

*18.5.1 The College shall maintain an early retirement fund to fund early retirements under Article 18. The College shall add to this fund the following:

*18.5.1.1 Thirty Thousand dollars (\$30,000) per year; and

*18.5.1.2 Any amounts received by the College and specifically designated for the early retirement of its faculty.

*18.5.2 The College shall deduct from this fund the amount of early retirement benefit options disbursed.

- *18.5.3 The College shall maintain records for the Early Retirement Fund. The Union shall be provided with an annual reconciliation summarizing the changes in the Early Retirement Fund. The Union shall be given access to the supporting records upon request.

Article 19 **EMPLOYEE ASSISTANCE PLAN**

*19.1 The parties agree to an Employee Assistance Plan to be administered by a joint College/Union committee. Subject to the following services being available through the College's EAP provider and after appropriate consultation with the cross-College EAP Committee, the College will make every reasonable effort to ensure that:

*19.1.1 The plan is administered in a manner which will ensure:

*19.1.1.1 • Employees, their spouses and dependants all have access to the same level of service;

*19.1.1.2 • The service received is available in series of pre-booked times appropriate to the circumstances;

*19.1.1.3 • The prompt referral of the employee to other professional advisors of the employee's choice who are appropriate to the circumstances.

19.2 A retiree shall have access to the Employee Assistance Plan, as if they were still an employee of the College, for two years following their last employment with the College.

*19.3 Employees who have been reduced and choose severance shall have access to the Employee Assistance Plan, as if they were still employees of the College, for one year following their last employment with the College.

Article 20

PAST PENSION SERVICE

The College shall provide all necessary support to assist employees in the purchase of past pension service using the employee's own funds.

***Article 21** **TRUST FUNDS**

*21.1 The College and the Union agree that monies owed to faculty as per Article 21.4 are to be held in trust for the benefit of faculty. The trust is to be jointly administered in accordance with the terms and conditions below.

***21.2** **Administration**

*21.2.1 The College shall continue to administer and account for the ongoing aspects of the trust amounts. The College shall provide the Union with an annual reconciliation summarizing the changes in the trust amounts and shall give the Union access to the supporting records upon request. All information required to be given to the Union under this letter of agreement shall be at no cost to the Union.

*21.2.2 Annually, prior to October 15, the College shall inform the Union of the amount of benefit (21.4) generated by the holding of the trust and add this amount to the Benefit Trust Fund (21.3).

***21.3** **Benefit Trust Fund**

*21.3.1 The Benefit Trust Fund is an ongoing trust fund maintained by the College on behalf of the Union. The use of this fund for any or all of the approved purposes of 21.3.3 is at the discretion of the Union. The Union will make every reasonable effort to allocate the annual benefit amount by December 15.

*21.3.2 The College shall maintain records for the Benefit Trust Fund. Separate sub-accounts shall be maintained for each approved purpose. The College shall provide the Union with an annual reconciliation summarizing the changes in the Benefit Trust Fund and its sub-account balances and give the Union access to the supporting records upon request.

*21.3.2.1 The balance of these accounts is an ongoing liability of the College. The balances shall carry forward until used as intended or reallocated by the Union.

***21.3.3** **Approved Purposes**

The approved purposes are:

- *21.3.3.1 • The purchase of the employer's portion of College Pension Plan past service for faculty employed as of July 31, 1995, who, prior to 1989, were unable to enrol in the College Pension Plan;

- *21.3.3.2 • The purchase of the employer's portion of College Pension Plan past service for faculty employed as of July 31, 1995, who, prior to 1989, did not join the College Pension Plan;
- *21.3.3.3 • Retraining for continuing employees facing the loss of work due to reduction or changing curriculum requirements;
- *21.3.3.4 • Retraining for continuing employees to meet new minimum credential requirements or to facilitate their return to duties in other areas of the College;
- *21.3.3.5 • Reimbursement of continuing employees for professional development expenses on the basis of sections worked;
- *21.3.3.6 • Contribution to a Matching Grants Fund to encourage the use of Article 24, Educational Partnership;
- *21.3.3.7 • Additional contributions to the Paid Educational Leave Fund (10.4.1.4);
- *21.3.3.8 • Additional contributions to the Early Retirement Fund (18.5);
- *21.3.3.9 Other purposes as mutually agreed to by the College and the Union.

***21.4 Annual Benefit Amount**

- *21.4.1 The annual benefit amount is determined by adding the deemed investment revenue (21.4.2) to the aggregate deemed early retirement salary savings (21.4.3).
- *21.4.2 The deemed investment revenue is determined by multiplying the trust fund base (21.4.2.1) by the trust fund interest rate (21.4.2.2).
- *21.4.2.1 The trust fund base is the sum of the following amounts measured on July 31 of each year:
 - *21.4.2.1.1 • The value of sections not yet paid to employees as a result of banked 6.11.2 overloads;
 - *21.4.2.1.2 • The unspent balance of the Early Retirement Fund (18.5);
 - *21.4.2.1.3 • The unspent balance of flexible benefits spending accounts (9.4.3);
 - *21.4.2.1.4 • The unspent balance of one-time amounts identified by the College for faculty;

- *21.4.2.1.5
 - The unspent balance of the Benefit Trust Fund and its sub-accounts.
- *21.4.2.2 The trust fund interest rate shall be the rate for the third quarter prescribed by Revenue Canada in regulation 4301(b), the rate applicable to refunds made by the Minister.
- *21.4.3 The aggregate deemed early retirement salary savings shall be computed each year as the sum of the following resulting from each early retirement made under Article 18, unless Article 21.4.4 applies:
 - *21.4.3.1
 - In the first year following an early retirement, the difference between step 14 per section and step 9 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;
 - *21.4.3.2
 - In the second year following an early retirement, the difference between step 14 per section and step 10 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;
 - *21.4.3.3
 - In the third year following an early retirement, the difference between step 14 per section and step 11 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;
 - *21.4.3.4
 - In the fourth year following an early retirement, the difference between step 14 per section and step 12 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement;
 - *21.4.3.5
 - In the fifth year following an early retirement, the difference between step 14 per section and step 13 per section multiplied by the number of sections committed to the early retiree immediately prior to retirement.
- *21.4.4 Where there is obviously a particular replacement employee, then the savings is the difference between step 14 per section and the step of the replacement employee at the time of initial replacement multiplied by the number of sections committed to the early retiree immediately prior to retirement. After each year following the retirement the step level of the replacement employee is increased by one (1) for the purposes of this calculation.
- *21.4.5 If the College and Union mutually agree to calculate and fund a lump sum savings of the above, then the current salary scales shall apply to the calculation.

Article 22

GOVERNANCE

The parties agree that faculty play a significant role in the governance of the College and that, to the extent permitted by the *College and Institute Act*, that role will be maintained as it exists April 30, 1995.

Article 23 **RETIRED EMPLOYEES**

- 23.1 Following retirement from the College, a previous employee may be appointed to a position as a temporary employee. Such appointment shall be governed by Article 11.3 of the collective agreement. The probationary provisions of 11.4.3.2 shall not apply to retired employees who receive temporary appointments following their retirement. At the option of the functional area and with the approval of the Dean, the search process to fill a vacant temporary position may be restricted to internal candidates and retired employees.
- 23.2 Upon request, a retiree shall be provided with a library card at no charge as a community borrower and allowed access to the College's facilities as if he/she were a registered student. The Vice-President may withdraw this benefit for a particular retiree. The withdrawal of the benefit will not take effect until the CCFA has been notified of the proposed withdrawal and provided with the reasons for this decision. This benefit shall not be unreasonably withdrawn.

Article 24 EDUCATION PARTNERSHIP**24.1 Purpose**

The purpose of this agreement is to assist the College in meeting its mandate through the acquisition of supplies, equipment and/or education services exclusively for the use by employees in performing their duties. The employees in question will agree to reduce the value of their earned time by the cost of acquisition.

24.2 Conditions

24.2.1 Acquisitions will only be made for approved proposals.

24.2.2 Proposals must include:

24.2.2.1 The supplies, equipment and/or education services to be acquired,

24.2.2.2 An explanation of how they assist the College in meeting its mandate, and

24.2.2.3 the amount of earned time to be donated.

24.2.3 Any property acquired through this process will belong to the College and not to the employee, so that the employee will use such property exclusively for professional purposes for the benefit of the College, will not use such property for private commercial purposes, will agree to permit other employees of the College to use the property at the reasonable direction of the College and will not be able to sell, lease or lend the property. The property will be labelled as being the property of the College.

24.3 Process

24.3.1 Employees will prepare a proposal including the above information and any other terms relating to the reduction of their earned time. Employees will submit their proposal to their Co-ordinator and then to their Dean or Vice-President.

24.3.2 The Co-ordinators will review the proposals and satisfy themselves that the proposed acquisitions will assist the College in meeting its mandate and will be exclusively used by the employees in performing their duties.

24.3.3 The Deans or Vice-Presidents will review the proposal and satisfy themselves that the proposed acquisitions will assist the College in meeting its mandate and will be exclusively used by the employees in performing their duties.

Approved proposals meeting these conditions will then be forwarded to financial services.

24.3.4 Financial services shall initiate the acquisition after confirming the existence of sufficient available funding, including the earned time to be donated.

24.3.5 A copy of the approved proposal shall be returned to the employee.

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

CAPILANO COLLEGE

by:

Jack McKeown, Board Chair

Marie Jessup, V.P. Finance and Bursar

THE CAPILANO COLLEGE FACULTY ASSOCIATION

by:

Valerie Cochran

John Wilson

APPENDIX A

Date: _____

TO: Capilano College

RE: ASSIGNMENT OF WAGES, CHECK-OFF OF UNION DUES
AND ASSESSMENTS

Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and to pay the Faculty Association of Capilano College, dues at the rate of 1.675% of my gross salary to be deducted on a monthly basis.

I understand these dues will be deducted from each pay period authorized herein and that this form must be received by the Payroll Department on or before the 15th of the month in which the first deduction is to be made, otherwise a deduction equal to two (2) months dues may be deducted in the following pay period.

I recognize that any objection that I now have, or may have in future, relative to the deduction of such fees, dues or assessments, is a matter only between the Union and myself, and no liability can attach to Capilano College in consequence of any such dispute or objection.

I acknowledge that I am required to execute this assignment authorizing the deduction of fees, dues and assessments from my wages as a condition of employment.

Name: _____

Signature _____

CAPILANO COLLEGE

Social Insurance Number

Received per: _____

APPENDIX B

Deleted

APPENDIX C
APPLICATION AND WAIVER FORM RE EMPLOYEE BENEFITS
 Reference - Article 9 Benefits

In accordance with the provisions of the current Collective Agreement between the College and the Capilano College Faculty Association,

I, _____ (print name), acknowledge and accept that:

- a) disability Income Plan coverage is mandatory for all Regular employees and mandatory for all Temporary employees once they become eligible to enroll in flexible benefits;
- b) the information below represents my election with regard to the benefit plans available and is based on my status as indicated below;
- c) as a condition of enrollment I must maintain benefit coverage for the four-year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- d) I will be liable for premiums for the duration of the time that I must maintain coverage (for Temporary employees this means while reappointment rights are still in existence - one year following the last assignment) save and except when the College pays the premiums under the plan;
- e) collection of premiums for which I am liable shall be by prepayment from the date the premiums are no longer paid by the College;
- f) my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

Employee status (check one box below)

- Regular employee
- Temporary employee eligible to enroll in flexible benefits
- Temporary employee not eligible to enroll in flexible benefits

Dependent status (check one box below)

- Single
- Couple (one dependent)
- Family (more than one dependent)

I herein make application for enrollment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enroll in those benefits indicated below.

Benefit	Enrollment Requested	Enrollment Waived
Basic Medical (M.S.P.)		
Extended Health		
Dental		
Orthodontics		
Group Life Insurance		
Accidental Death and Disablement		
Additional Coverage Possible		

 Signature of employee

CAPILANO COLLEGE

 S.I.N

 Received per

 Date

 Date

APPENDIX D

ARTICLE 10.6 - FACULTY/EMPLOYEE EXCHANGES

(see Article 2.8)

For the purpose of implementing Article 10.6:

1. The following are the principles governing exchanges for employees under this Agreement:

It is the policy of the College to encourage and facilitate exchanges of Capilano College employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the College. Faculty exchanges are viewed as, and should take the form of, professional development activities (rather than as concessions or awards to employees).

Faculty exchange proposals may be initiated by an employee, a department, or any other unit of the College; however, no faculty exchange shall be authorized without the approval of the department which shall agree to serve as host for the incoming faculty member. An exchange proposal for a Capilano College employee requires the formal approval of the President.

In general terms, a Capilano College employee on exchange at another institution shall remain an employee of the College for purposes of union membership, basic compensation and employee benefits, but agree to working conditions of the host institution while on exchange; equally, incoming exchange faculty remain employees of their own institutions but agree to the working conditions of Capilano College while on exchange here.

A Capilano College employee who participates in an exchange must agree to remain in the employ of the College for a minimum of one year.

2. The following are the basic procedures to be used for the implementation of faculty exchanges:
 - (a) Applications for exchange are addressed to the functional area Co-ordinator.
 - (b) A faculty exchange will be authorized only with departmental approval of the assignments and periods of exchange for both employee and faculty member concerned, normally at least four (4) months in advance of the exchange. The Union shall be advised of all exchange employees and of persons coming to the College on exchange.
 - (c) The employee on exchange shall remain an employee of Capilano College, shall continue to receive salary and eligible employee benefits, and shall accept

responsibility for all employee benefit coverage not provided by employee benefit programs of the College; the College will assist all employees considering exchanges in all matters related to employee benefit coverage. In the event of a possible work stoppage or other circumstances that could adversely affect the salary or benefits of an employee on exchange, the College shall advise the employee of the circumstance as far in advance as possible.

- (d) For purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
- (e) Formal evaluation of performance of employees on exchange will be waived.
- (f) Specific professional development projects will not be required of employees on exchange, although a period of professional development may be included in an exchange assignment.
- (g) A report to the department and to the Dean on the experiences while on exchange shall be required of all employees returning from exchange. The character of this report shall be established by the employees, the department and the Dean as part of the determination of the assignment on exchange.
- (h) Although the College makes no commitment to defraying costs incurred by an employee on exchange, it will consider some financial support for such.
- (i) The process of selecting exchange faculty members from other institutions should be similar to that for faculty appointments to Capilano College. A review of credentials and some substitute for a personal interview by the host department of Capilano College will be required.
- (j) The College will waive all tuition costs of courses for the dependents of faculty members on exchange at Capilano College.
- (k) The College shall make available to any department hosting an exchange faculty member a small budget to assist the department in its hosting responsibilities.
- (l) The College shall maintain an information clearing house on faculty exchange possibilities and shall distribute an informational newsletter on exchanges to employees from time to time.
- (m) If an exchange, for whatever reasons, is not working, the institutions shall bear the responsibility without penalty to the exchange person or to the host departments.

3. The terms of this Agreement, as they apply to Capilano College Faculty Association members on exchange, are as follows:

Article 1 - 4:	N/A
Article 5:	An employee on exchange shall waive their right to grieve, under this article, conditions in the host institution; they shall, of course, retain their right to grieve conditions in the home institution via the home institution's procedures.
Article 6.1.1, 6.2.1, 6.3.1, 6.3.2, 6.4.1, 6.5.1, 6.6.2, 6.8.3:	Conditions of the host institution should apply.
Article 6.7:	An employee on exchange shall not be permitted to be a Co-ordinator while on exchange.
Article 6.8.4, 6.8.5, 6.8.6:	<ol style="list-style-type: none"> 1. The assignment dates of the host institution should apply. 2. Should the host institution deem that a reassignment is necessary, the onus shall be on the host institution to produce a reassignment satisfactory to the employee on exchange and that employee shall waive the right to grieve the reassignment.
Article 6.1.2, 6.2.2 , 6.3.3, 6.4.2, 6.5.2, 6.6.3:	Conditions of the host institution should apply.
Article 6.9:	(Professional Development): Recognizing that an exchange is a professional development activity per se, the normal professional development requirements of both institutions should be waived; the substance and timing of specific professional development activities should be included in the original assignments of the exchange individuals.
Article 6.10, 6.11:	Conditions of the host institution should apply.
Article 6.12:	Anything banked under this article shall

automatically be paid out by the College at the end of the exchange; conditions of the host institution apply.

- Article 6.13: Institutions should agree that this will not be used for exchange individuals.
- Article 6.14: Conditions of the host institution should apply.
- Article 7.3: Conditions of home institution shall apply. All subsections for our faculty should be spelled out in the assignment prior to the approval of the exchange.
- Article 7.4: Conditions of host institution should apply; a faculty member here shall not be assigned summer co-ordination.
- Article 7.5: Conditions of the home institution should apply.
- Articles 7.6,7.7: Conditions of the host institution should apply.
- Article 7.8: Conditions of the home institution should apply.
- Article 8: Conditions of the home institution should apply.
- Article 9: Conditions of the home institution should apply. The applicability of benefits for employees on exchange should be determined in advance.
- Article 10.1,10.2: Conditions of the home institution should apply.
- Article 10.3: In principle, host institution should accept responsibility to attempt coverage as at home institution. Applicability should be determined in advance.
- Article 10.4: Should not be implemented while on exchange.
- Article 10.5.2: Conditions of the home institution should apply.

Article 10.5.3, 10.5.5:	Conditions of the host institution should apply (interpreting these leaves as working conditions rather than benefits).
Article 10.5.4:	N/A
Article 11.1, 11.2:	N/A
Article 11.3:	N/A; however, our policy should ensure that faculty members accepted here on exchange should be selected by a process similar to, or a variation of, our selection process.
Article 11.4:	N/A
Article 11.5:	There should be no evaluation by either institution for an employee on exchange; rather, an employee's contract shall be extended for the length of time he/she has been on exchange.
Article 11.6:	Conditions of the home institution should apply.
Article 11.8:	An employee on exchange shall be entitled to the same notice as other members of the bargaining unit, conditions of the home institution should apply.
Article 12.1:	If part of the assignment, conditions of the host institution should apply because the institution normally holds the copyright in the first instance.
Article 13:	Conditions of the host institution should apply.
Article 14:	N/A
Appendix A:	Capilano College employees remain employees of the College and members of the bargaining unit.

These principles, procedures, and terms may be modified at any time by agreement between the parties to this Agreement.

EXECUTED THIS 14th DAY OF April, 1987.

CAPILANO COLLEGE
ASSOCIATION

CAPILANO COLLEGE FACULTY

by: “Hilda Rizun”

by: “Carol McCandless”

“Marie Jessup”

“Ed Lavalle”

APPENDIX E

SEXUAL HARASSMENT POLICY AND PROCEDURES

POLICY

1. Capilano College is committed to providing a working and learning environment that is free from sexual harassment. For the purpose of this policy, members of the College community include students, staff, faculty, and administrators. Capilano College abides by the *Human Rights Act* of British Columbia and the Canadian Human Rights Act and considers sexual harassment to be one of the eight prohibited grounds for discrimination under the B.C. statute. Actions contravening this policy may constitute grounds for a disciplinary response. All members of the College community have a responsibility to ensure awareness of, and adherence to this policy.
2. Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact when any one of the following occurs:
 - (a) the conduct is engaged in, or the comment is made by, a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome;
 - (b) the conduct or comment has the effect of creating an intimidating, hostile or offensive environment, and may include the expression of sexist attitudes, language and behaviour;
 - (c) the conduct or comment exploits the fiduciary relationship between students and employees of the college;
 - (d) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;
 - (e) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
 - (f) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

This policy is not intended to infringe upon the ability of instructors to academically discuss issues of harassment, sexism and sexuality.

3. The College shall appoint a Sexual Harassment Policy Advisor:

- (a) to serve as the first official College contact in allegations of sexual harassment; and
 - (b) to provide a confidential advisory/information service to the parties involved in sexual harassment allegations; and
 - (c) to make appropriate recommendations to the President's Advisory Committee on Sexual Harassment; and
 - (d) to provide the College Community with information on the issue of sexual harassment and to lead the effort to educate the campus community on the Sexual Harassment Policy.
4. A President's Advisory Committee on Sexual Harassment comprised of representatives from the CCFA, OPEIU, Student Union and Capilano College administration shall:
- (a) review, from time to time, the effectiveness of the sexual harassment policy and procedures; and
 - (b) make appropriate recommendations to the President; and
 - (c) be available to the President for consultation regarding the selection of the Sexual Harassment Policy Advisor, and the development of a list of mediators.
5. Notwithstanding this policy and its corresponding procedures, the complainant shall, at his/her option, continue to have access to any applicable grievance and problem resolution procedures approved by the Board, or included in collective agreements, as appropriate; but a complainant may not concurrently pursue a particular sexual harassment complaint through these sexual harassment procedures if he/she pursues any other problem resolution procedure whether at common law, under statute or under any other College policy or collective agreement to which the College is a party.

PROCEDURES FOR ALLEGATIONS INVOLVING EMPLOYEES OF THE COLLEGE AND/OR STUDENTS OF THE COLLEGE

1. Complaints

A member of the College community who believes that she/he has a complaint of sexual harassment is encouraged to make a direct request of the harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Sexual Harassment Policy Advisor.

2. Consultation with Sexual Harassment Policy Advisor

2.1 The Sexual Harassment Policy Advisor will assist all parties involved in allegations of sexual harassment, in determining the basis, if any, for a complaint of sexual harassment; in formulating the complaint and/or response; and by explaining the options available through College policy or collective agreements. With the written agreement of the complainant, the Advisor may discuss the complaint with the alleged harasser (the respondent) in an effort to reach a mutually acceptable resolution without recourse to formal procedures.

2.2 Following consultation with the Sexual Harassment Policy Advisor the complainant has the following options:

- (a) to proceed to mediation;
- (b) to proceed to formal administrative action;
- (c) not to take further action.

If the complainant decides to take no further action, the Advisor will not proceed and the matter will be closed.

2.3 If the matter becomes the subject of any other problem resolution procedure, including the subject of a charge laid pursuant to the Criminal Code of Canada, the Advisor shall not take any further action until the other process has been concluded and further action is requested by the complainant.

3. Mediation

If a complainant wishes to proceed to informal mediation, the following shall occur:

- 3.1 The complainant must provide the Advisor with a written complaint giving details of the alleged sexual harassment as defined in Section 2 of the Sexual Harassment Policy, including dates, times, places, names of individuals involved in the incident(s), names of any witnesses and any other relevant information.
- 3.2 Within five working days from the date of receipt of the written complaint, the Advisor shall inform the respondent of the allegation(s) and shall provide the respondent with a copy of the written complaint.
- 3.3 Within ten working days of the action in 3.2 above, the Advisor shall, if the respondent agrees, select a mediator from a list of potential mediators and shall receive agreement of the choice of mediator from both the complainant and the respondent. The mediator chosen must be unbiased and independent of both parties. The list of mediators shall be established by the President following consultation with the President's Advisory Committee on Sexual Harassment and the Sexual Harassment Policy Advisor.
- 3.4 Within a period of thirty working days from the date of appointment of the mediator under 3.3 above, the mediation process shall be concluded. The options for resolution shall be of a voluntary or informal nature and shall not include the power of formal administrative action such as discipline. If resolution is achieved as a result of mediation, a written copy of the resolution shall be signed by the complainant and the respondent. A copy of the written complaint, the mediators report and the resolution shall be maintained by the Advisor in a confidential file for a period of six years from the date of mediation and shall be destroyed thereafter.

4. Formal Administrative Action

- 4.1 The complainant or the respondent may proceed to formal administrative action in the following circumstances, and within the time limits indicated, by notifying the Advisor in writing:
 - (a) if the respondent or the complainant does not agree to participate in informal mediation, within ten working days of the rejection of mediation;
 - (b) if informal mediation does not resolve the dispute, within ten working days of completion of the mediation process.
- 4.2 If formal administrative action is invoked the following shall occur:

- 4.2.1 The Advisor shall forward a copy of the written complaint to the President who will forward it to the appropriate senior administrator.
- 4.2.2 Within five working days of the action in 4.2.1 above the senior administrator shall inform both parties, in writing, of the receipt of the complaint, provide a copy of the written complaint if it has not already been made available pursuant to the informal mediation procedure, and invite a written response from the respondent within ten working days. The complainant shall be invited to deliver a written reply to the response within five working days after a copy of the response has been received by the complainant.
- 4.2.3 The senior administrator shall review the complaint or arrange for such review by an experienced fact finder. This process shall involve interviews with the complainant and with the respondent and, if required, with any witnesses. If a fact finder is chosen he or she shall report to the senior administrator concerned. This process shall be completed within 15 working days of receipt of the documents under 4.2.2 above.
- 4.2.4 The complainant and the respondent may each be accompanied by a person of their choice when interviewed by a fact finder.
- 4.2.5 Within ten working days of the conclusion of the review under 4.2.3, the senior administrator will submit a report on the allegation to the Director of Employee Relations. Such report may include the senior administrator's conclusions as to whether sexual harassment has occurred. Copies of that report will be provided to the complainant and the respondent. Within ten working days of receipt of the report of the senior administrator the Director of Employee Relations will submit a recommendation to the President. Such recommendation may range from complete exoneration of the respondent to disciplinary action in accordance with established policies and procedures and may include proposals for remedial or preventive action.
- 4.2.6 Within 20 working days of receipt of the recommendation of the Director of Employee Relations the President will make a decision and shall advise the parties in writing with copies to

the Sexual Harassment Policy Advisor and senior administrator involved.

4.2.7 In cases where a senior administrator is accused of sexual harassment the President will act as the appropriate senior administrator as contemplated in 4.2.1.

4.2.8 Reasonable efforts will be made to protect the complainant from any subsequent harassment, discrimination, or reprisal which might arise as a result of the complaint.

5. Records

5.1 The Sexual Harassment Policy Advisor shall maintain his/her records, including the President's final decision, under this procedure in the strictest confidence.

6. Other Policies and Agreements

6.1 The application of the Sexual Harassment Policy and Procedures may be modified in specific instances, as is reasonably necessary, by the terms of existing College employment policies and collective agreements.

7. Amendments

7.1 No changes will be made to the Sexual Harassment Policy and Procedures without consultation with the appropriate faculty, staff, administrative and student organizations.

LETTER OF AGREEMENT

6.2.2.2.1

Capilano College

and

Capilano College Faculty Association

Re: Article 6.2.2.1

The parties agree that the College will be bound by past practice in its administration of Article 6.2.2.2.1.

* This agreement shall not expire with future collective agreements and does not need to be renewed to remain in effect.

Executed this 23rd day, of June, 1995.

(College)

(Union)

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: CANASEAN

The parties agree to the following conditions for the filling of the position of “CANASEAN Manager”:

The College recognizes that the position of the CANASEAN manager is bargaining unit work. This recognition of jurisdiction is meant to capture the functions performed by the CANASEAN manager.

The Union recognizes that this agreement does not apply to the work done by Ed Wong, current CANASEAN Manager, for as long as the current contractual relationship for Ed Wong’s personal services continues.

The existing contract for Ed Wong’s personal services may be renewed without affecting the continuity of the contractual relationship mentioned in 2.0 above.

This agreement shall not expire with future collective agreements and does not need to be renewed to remain in effect.

Executed this 23rd day of June, 1995.

(College)

(Union)

LETTER OF AGREEMENT

BETWEEN

Capilano College

AND

Capilano College Faculty Association

Re: Regular Part Time Employees

The parties agree that, effective August 1, 1992, all Regular Part Time employees whose appointment level is 4.25 or 4.5 sections or equivalent shall be deemed to be Regular Part Time employees at a level of half a full duty load.

The parties further agree that, effective August 1, 1992, all Regular Part Time employees whose appointment level is 6.5 sections or equivalent shall be deemed to have an appointment level of 6 sections or equivalent.

This agreement shall not expire with future agreements and does not need to be renewed to remain in effect.

EXECUTED this 10th day of December, 1991.

CAPILANO COLLEGE

CAPILANO COLLEGE FACULTY
ASSOCIATION

by: _____ "Marie Jessup" _____

_____ "Valerie Cochran" _____

_____ "Nancy Farley" _____

_____ "John Wilson" _____

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: Formative Evaluation System

The parties agree in principle to the creation of a formative evaluation system including appropriate student participation. such a system must adhere to the following principles:

1. Wherever possible, probationary faculty should not be subject to an 11.5 evaluation without the opportunity for prior direct feedback on his or her performance related to the evaluation criteria of 11.5.2.2, 11.5.2.3, and 11.5.2.4.
2. No non-probationary faculty member should be subject to an 11.5 evaluation without the opportunity for prior direct feedback on his or her performance related to the evaluation criteria of 11.5.2.2, 11.5.2.3, and 11.5.2.4.
3. The resulting information is for the faculty member's use only. Procedures should be designed that recognize the confidentiality of this information.
4. All faculty can benefit from feedback on a regular periodic basis.

* The parties agree to form a joint committee, which will report to the Joint Standing Committee by March 31, 1996, to recommend the form and substance of such a system. The committee may canvass the views of students in its deliberations. The committee shall review the Union's proposed Professional Enhancement Process. The system will come into effect upon agreement of the Joint Standing Committee.

Dated this _____ day of _____, 1996

(College)

(Union)

(College)

(Union)

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: Article 21

1. The College, with the co-operation of the Union, shall determine by June 30, 1996, the employees eligible for the purchase of past service as described in Article 21.3.3.1, and the amount of past service able to be purchased. The individuals identified shall be listed and their eligibility continues when they are no longer part of the bargaining unit. The individual identified cannot access this benefit once they have finalized their College Pension.
2. The College, with the co-operation of the Union, shall determine by June 30, 1996, the employees eligible for the purchase of past service as described in Article 21.3.3.2, and the amount of past service able to be purchased. The individuals identified shall be listed and their eligibility continues when they are no longer part of the bargaining unit. The individual identified cannot access this benefit once they have finalized their College Pension.
3. The first annual benefit per 21.2.2 shall be calculated as of July 31, 1995, and added to the Benefit Trust Fund within 30 days of this agreement.
4. The College and Union shall mutually establish the appropriate guidelines for distribution of these amounts, unless guidelines have been established in the collective agreement or in a letter of agreement/understanding.

Executed this ____ day of _____, 1996.

(College)

(Union)

(College)

(Union)

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: Rapidly Changing Areas

The College and the Union agree to the creation of a joint committee to study and recommend how to better support areas where the rate of change and/or cost of technology places unusual burdens on faculty.

The committee shall make its recommendations to the parties through the Joint Standing Committee by April 30, 1996.

Executed this ____ day of _____, 1996.

(College)

(Union)

LETTER OF AGREEMENT

BETWEEN:

CAPILANO COLLEGE

AND:

CAPILANO COLLEGE FACULTY ASSOCIATION

Re: Non-Base Funded Programmes

The parties agree that non-base funded programmes and activities shall be organized in the following manner. This Letter of Agreement expires on March 31, 1998, unless extended by mutual agreement of the College and the Union. Where there is a conflict or inconsistency between this Letter of Agreement and the Collective Agreement, the Letter of Agreement shall apply during its term.

I. Principles

- A. All College Divisions/Departments shall be encouraged to engage in revenue generating activities;
- B. New non-base funded activities related to disciplines within base-funded functional areas must first be offered to those functional areas for co-ordination. If this opportunity is declined these activities may be offered through the Contract Services Department.
- C. The following functional areas are acknowledged:
 - 1. Contract Services and Extension Division, currently reporting to the Dean, Community and Foundation Programs;
 - 2. Contract Services Department, which encompasses contract support services (e.g. needs assessment, proposal preparation), multi-discipline projects and projects not claimed under 1.2;
 - 3. Extension Services Department, which encompasses activities traditionally covered by Article 1.4.3 of the collective agreement.
- D. Nothing in this letter changes Service Course arrangements between functional areas. (e.g. existing functional areas are the preferred provider, faculty appointments are not changed by service course assignment).

- E. Support service provided by Contract Services to functional areas may range from consultation only to provision of full service.
- F. Overhead charges for general support provided by the College to non-base activities may range from zero to full cost recovery. Less than the maximum overhead charge can occur when it is in the best overall interest of the College (e.g. prevention of reduction notices or the layoff of continuing employees, attraction of future contracts, overriding community benefit).
- G. All non-base funded activity is to be vetted through the Dean of Community and Foundation Programs (herein after referred to as the Dean).
- H. Each functional area shall choose a contact person to be available to discuss opportunities and act as a voice for his/her functional area on non-base activities and opportunities which arise during the summer months. This contact person is not expected to do development activities related to the proposed project without appropriate compensation.
- I. Prior to a faculty member's accepting and being assigned release sections for project/contract development and/or management, the College shall establish the expected outcomes of these release sections. The faculty member who agrees to being assigned the release sections shall act in accordance with the expected outcomes.

II. Budgeting and Pricing

A. Project Plan

- 1. As part of the vetting process the Dean shall require from the proposing functional area a project plan covering the educational and financial scope and nature of the project. This plan shall include:
 - a. - educational aspects;
 - b. - pricing or revenue expected;
 - c. - direct costs with indications of services to be provided by the functional area, the Contract Services Department and the College;
 - d. - applicable overhead rate to be applied, if any;
 - e. - projected profit, if any.
 - f. Where the Dean and functional area cannot agree on the details of the project plan, the matter shall be referred to the Joint Non-Base Funding Committee (JNBFC).

B. *Profit Distribution*

1. Where profits occur from non-base activities, they shall be divided according to the following formula:
 - a. 20 % to the general College revenue;
 - b. 50% to the minor division delivering the activity;
 - c. 30% to a risk pool for project/contract development implementation.
2. Profits to the College risk pool shall be used for the creation and maintenance of a pool of resources for the generation and “risk management” of non-base activity. Decisions on the use of this pool shall be made by the Dean in consultation with the Contract Services and Extension Division. This pool shall be financially administered by the Dean and Financial Services.

C. *Profit Computation*

1. All direct costs of the project are to be calculated. These include such costs as salary, benefits, direct supplies, materials, rentals, support staff, co-ordination, project management, project development costs, costs to develop any follow-up projects, commission and contract development services (e.g. proposal writing, needs assessment, etc.).
2. The College in consultation with the Union shall develop a prescribed schedule of at least three overhead rates that would reflect the fact that different types of contracts use different types of College Services. The rates established must range from 0% to 20% of project revenue.
3. The profit from the project is all revenue remaining after the costs from 2.3.1 and 2.3.2 have been subtracted from the total revenue generated by the project.

III. Work

A. *Currently Offered*

1. With the exception of the Film and Television Studies Certificate Program, the terms of this Letter of Agreement do not apply to the offerings of Extension Programs and Services for the five years preceding January 1, 1996.
2. The Film & Television Studies Certificate Program shall be treated as Type B work (see 3.2.2).

B. *Categories*

1. **Type A**

- a. Type A work is defined as full service educational activities that require all of the duties and responsibilities currently required of faculty.
- b. All base funded work is classified as Type A.

2. **Type B**

- a. Type B work is defined as all work that is not Type A or Type C work. Type B work normally encompasses less than full service educational activities that require many of the duties and responsibilities currently required of faculty.

b. **Determination of Type B Classification**

- c. Type B instructional activity is classified according to the following criteria:

<u>Subtype</u>	1	2	3	4
<u>Primary Activity Divisor</u>	<u>64</u>	<u>88</u>	<u>120</u>	<u>152</u>
<u>Primary Activity</u>				
Instruction	Yes	Yes	Yes	No
Non-Instruction	No	No	No	Yes
<u>Additional Activities</u>				
Professional Development	Yes	Yes	Yes	Yes
Functional Area meetings	Yes	Yes	Yes	Yes
Preparation and planning	Yes	Yes	Minimal	Yes
Student evaluation	Yes	Yes	Minimal	No
Office Hours	Yes	No	No	No
Ancillary duties	Yes	No	No	No

(This table is based on the Collective Agreement standard of 189 non-instructional hours per section.)

- d. Different classifications (subtypes) have different responsibilities. These responsibilities both define the classification to be used and determine the duties which are included in the section rate.
- e. Once determined, the sectional equivalents are calculated based upon the divisor for the classification. This calculation is:

(1) **For Subtype 1, 2 and 3**

- (a) Sections = total instruction hours/divisor for classification

(b) Duties which are not included in the classification may be assigned on an hourly basis and the additional sections worked are calculated as:

(c) Sections = total additional hours/152

(2) **For Subtype 4**

(a) Sections = total hours/152

f. All sectional rates include professional development time. Faculty are responsible for 37 hours of professional development time per section.

g. For laboratory or like activity the section equivalent or hourly rate is the same as laboratory or like Type A activities.

3. **Type C**

a. Type C work is the instruction of non-credit courses of fewer than 30 hours duration. They have no formal evaluation and no College Credit is earned toward a Certificate (not including a certificate of completion) or Diploma (e.g. no transcript is provided) issued either by the College, a recognized professional body or an organization with which the College is associated.

C. Application of Collective Agreement

1. All Type A and Type B work is covered by the collective agreement.

2. Type C work is not covered by the collective agreement except to the extent provided under articles 2.3 and 6.15. When members of the bargaining unit perform Type C work through the application of article 6.15, that work shall be considered Type B work for the duration of that assignment.

D. Unique Skills or Experience

1. In circumstances where an individual with unique skills and/or experience can be retained to provide the instruction/activity only if he/she is paid at a rate of compensation higher than that provided under the collective agreement, the Joint Non-Base Funding Committee may agree to compensation in excess of that provided in the agreement.

E. Development of New Programme/Activity

1. Where a faculty member initiates and develops a new non-base funded programme/activity, he/she may be granted up to a one section overload per year for up to three consecutive years to participate in the programme/activity.

This overload shall not be subject to the constraints of article 6.11 and 6.15.1.3 of the collective agreement. No faculty member may work more than one such overload section in any academic year.

IV. Incentives

A. *Faculty Member's Own Initiative*

1. When a faculty member develops a new and/or unique non-base funded activity on his/her own initiative and not as part of approved professional development, he/she shall have the right of first refusal to be assigned the activity for the first three years that it is offered. This assignment may result in an overload which shall not be subject to the constraints of article 6.11 and 6.15.1.3 of the collective agreement. No faculty member may work more than one such overload section in any academic year.

B. *Joint Initiative*

1. Faculty who wish to undertake new non-base funded activity may have the option of forward averaging some of the risk involved in the initial offering. The amount of risk sharing cannot exceed 50% of the sections or section equivalency associated with the activity. The amount of potential reward must equal the amount of risk shared.
2. Faculty wishing to undertake such risk shall submit a business/development plan in advance to the Dean for approval. The plan must include the activity's description, curriculum, timing, expected revenue, expected costs, and risk/reward criteria. The risk/reward criteria shall identify when the activity shall be assured of being offered, when it shall break even and when the maximum reward is expected. Where possible, the faculty member's share of the reward shall be structured as a commission. If the plan is approved and the faculty member proceeds, the following are the possible outcomes:
 - a. The activity is successful and exceeds the agreed break-even point. The faculty member shall receive total compensation equal to the normal section allocation plus her/his proportion of the reward earned;
 - b. The activity occurs but does not reach the agreed break-even point. The faculty member shall receive total compensation equal to the sections associated with the activity and shall owe the College the proportional amount of the risk assumed. At the faculty member's option this debt may be discharged by working an equivalent amount or by paying the debt off;
 - c. Both parties agree that the activity should be abandoned. The College and the faculty member shall share the accumulated sections associated with the

completed part of the activity in the same proportion as the risk/reward ratio. At the faculty member's option the uncompleted part of the activity shall be forward-averaged or used to reduce his/her current compensation. When forward-averaging occurs, the faculty member shall have to work an equivalent section allocation without being paid;

- d. The faculty member fails to complete the activity. The faculty member owes the College for the total amount of the sections for the activity that have been paid;
 - e. The College cancels the activity. The College shall not be reimbursed for the sections for the activity which have been paid.
3. The faculty member retains the right to be assigned the activity for the first three years, following approval, on a risk/reward basis. No faculty member shall receive reduced compensation as a result of this clause except under the provisions of the payback/reward system above.

V. Joint Non-Base Funding Committee (JNBFC)

- A. There shall be a Joint Non-Base Funding Committee (JNBFC) which shall be comprised of two representatives appointed by the CCFA and two representatives appointed by the administration and chaired by a mutually agreed upon chairperson, who shall be non-voting except in the case of a tie.
- B. The committee shall be responsible for resolving disputes as to the meaning of this Letter of Agreement and for providing recommendations to the Joint Standing Committee on changes to this Letter of Agreement.
- C. The Committee shall also be responsible for providing a timely response to special requests for non-base funded programmes/activities which require a quicker response than is available through normal College channels. Such responses shall not be available as precedents for future decisions. Such programmes/activities must be reviewed by the committee at the end of its initial funding or within one year of its approval, whichever comes first, to determine whether the programme/activity should continue.
- D. When there is a disagreement between functional areas about which functional area should be the location of the new non-base funded activity, the matter shall be decided by the Dean after consultation with the affected functional areas.
- E. When a functional area and the Dean disagree about whether or not the activity relates to discipline(s) within a base funded functional area, the matter shall be referred to the JNBFC for resolution.

DATED this day of _____, 1996.

(College)

(CCFA)

(College)

(CCFA)

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