

**COLLECTIVE AGREEMENT**

**between**

**MALASPINA UNIVERSITY-COLLEGE**

**and the**

**MALASPINA FACULTY ASSOCIATION**

**Effective from April 1, 2001 to March 31, 2004**

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**1. PRELIMINARY**

**1.1 PREAMBLE**

This Agreement applies to all faculty members of Malaspina University-College as described in Article 2.1.

This Agreement, as per the memorandum dated March 29, 2001, includes the terms of the Common Agreement for the period April 1, 2001 to March 31, 2004.

**1.2 TERM OF AGREEMENT/CONTINUATION CLAUSE**

This Agreement shall be binding from April 1, 2001 until March 31, 2004, or until a new agreement is signed, whichever is later. The continuance of the increment structure is hereby agreed to by both parties. This Agreement may be opened for collective bargaining by either party at any time after November 30, 2003, in accordance with Section 46 of the Labour Code of British Columbia (1992).

\_\_\_\_\_  
Dominique Roelants, Chair  
Malaspina Faculty Association  
Negotiating Committee

\_\_\_\_\_  
Shelley Garside, Chair  
Malaspina University-College  
Board

\_\_\_\_\_  
John Black, President  
Malaspina Faculty Association

\_\_\_\_\_  
Richard W. Johnston  
President, Malaspina  
University-College

### 1.3 PARTIES TO AGREEMENT

#### 1.3.1 Malaspina Faculty Association

2000/2001

President	<u>John Black</u>
Vice President	<u>Ross MacKay</u>
Treasurer	<u>Kathryn Barnwell</u>
Secretary	<u>Russ McNeil</u>
Chair, Contract Negotiating Committee	<u>Dominique Roelants</u>
Chair, Professional Development Committee	<u>Nancy Randall</u>
Chief Personnel Steward	<u>Linda Cornell</u>
Member at Large	<u>Maureen Parkes</u>
Status of Women Committee Chair	<u>Marni Stanley</u>
Chair, Non-Regular Faculty Committee	<u>Jeannie Martin</u>
Human Rights Committee	<u>Pamela Speight</u>
Past President	<u>Jamie Brennan</u>

1.3.2 Malaspina University-College Board

2001/01

Shelley Garside, Chair

Keri Blacker

Wolfgang Goudriaan

Jane Gregory

Peter McCue, Vice-Chair

Virginia Persson

Robert Purgavie

Gordon Reid

Marjorie Ryan

Kathleen Skovgaard

Christine Yeomans

Mary Jones, Elected Support Staff Rep

Dan Lines, Elected Faculty Rep

Stephen Littlely, Elected Student Rep

Richard Aisaican, Elected Student Rep

Lauren Garteig, Chair, Education Council (Ex Officio)

Executive

Richard Johnston, President

Edwin Deas, Vice President Administration and Bursar

David Thomas, Vice President Instruction

#### 1.4 DEFINITIONS

- 1.4.1 "Association" means the Malaspina Faculty Association.
- 1.4.2 "University-College" means Malaspina University-College.
- 1.4.3 "B.C.G.E.U." means the bargaining unit within Malaspina University-College which is represented by local of the British Columbia Government Employees' Union.
- 1.4.4 "C.U.P.E." means the bargaining unit within Malaspina University-College which is represented by local of the Canadian Union of Public Employees.
- 1.4.5 "Agreement" means this Collective Agreement between the Association and Malaspina University-College.

#### 1.9 NO OTHER AGREEMENT

No faculty member covered by this agreement shall be required or permitted to make a written or oral agreement with the University-College or its representatives which may conflict with the terms of this agreement, unless mutually agreed to by both parties to this agreement. Said specific variance shall be in writing and shall clearly state that the letter of agreement is made without prejudice to the collective agreement.

#### 1.11 NEGOTIATING A NEW AGREEMENT

This section affirms the commitment of both parties to the principle of uninterrupted educational service to the community. Consequently in the event of a dispute between themselves the parties shall not resort to either strike or lock-out. Instead the procedures outlined below shall be followed. In the event of a dispute involving a third party this principle still applies.

However an individual faculty member's employment cannot be terminated for ignoring this principle in particular circumstances.

- 1.11.1 In the event that the parties are unable to reach a new agreement by one month following the expiry date of the contract, both parties shall request the Minister of Labour to appoint a mediation officer pursuant to Section 74 of the Labour Code of British Columbia (1992). At this time the parties shall meet to draw up a list of the matters to be considered by the mediation officer. This deadline can be extended by mutual agreement.
- 1.11.1.1 If the matter is not resolved during the term of appointment of the mediation officer, both parties shall request that the mediation officer include recommended terms of settlement in his/her report to the minister.
- 1.11.1.2 Within one week of receipt of the report of the mediation officer, the parties shall meet to determine whether a settlement can be reached. If a settlement cannot be reached, the parties shall jointly or individually submit the matter to arbitration by serving notice on the other.
- 1.11.2 If the minister shall not appoint a mediation officer, the parties shall meet within one week of receipt of such information to draw up a list of the matters remaining in the dispute to be sent to arbitration. This list shall be signed by both Chairs. The parties shall then jointly, or individually submit the matter to arbitration by serving written notice on the other.
- 1.11.3 Within two weeks of such notice being given the parties shall meet to present to each other their final positions with respect to each unresolved item in negotiation. Each party shall provide three copies of its final submission. These submissions shall include only items referred to in the report of the mediation officer, or in the absence of a mediation report the approved list under Article 1.11.1. Each page of the submissions shall have a space for the signature of the Chair of the Malaspina University-College Board Personnel and Salaries Committee and the Chair of the Association Contract Negotiating Committee. Without reading or discussing the contents of the submissions, the Committee Chairs shall sign each page of each report. Of the three copies, one shall go to the University-College Board, one shall go to the Association, and one, if necessary, shall go to the Arbitration Board.
- 1.11.3.1 The committees shall then read and discuss the final positions in order to determine whether the submissions are close enough that agreement can be reached. If agreement can be reached then the arbitration procedure shall be terminated.

- 1.11.4 If the matter is still unresolved, a Board of Arbitration shall be chosen. The Board shall consist of three persons; one to be selected by the University-College Board, one by the Association, and a third member, to be chosen by the first two board members, who shall act as Chair. The first two members of the board are to be selected within five days of the presentation of the final positions. In the event that the two persons are unable to agree on the selection of the third person within five days of the date of the last appointed member, the Minister of Labour shall be asked to appoint the third member.
- 1.11.4.1 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under Part 8 of the Labour Code (1992). Part 8 of the Labour Code (1992) shall apply to all proceedings under this article. The Board of Arbitration shall give full opportunity to both parties to present evidence and make representation to it. The board shall commence its proceedings within ten days, or sooner, after the Chair is appointed. It shall render a decision in writing to both parties within ten days from the time a Chair is appointed. The decision of a majority shall be the decision of the Board of Arbitration.
- 1.11.4.2 The Board of Arbitration must select one or the other final positions and indicate in its written report the reasons for the selection. The board is explicitly excluded from deciding on some position different from either of the final positions.
- 1.11.4.3 The decision of the Board of Arbitration shall be binding on both parties.
- 1.11.4.4 Either party, through notice within thirty days after the expiry of the Agreement, can invoke suspension of Article 1.11.
  - 1.11.4.4.1 If either party does invoke suspension of Article 1.11, then neither party can commence strike/lock out actions prior to September 1 of that year.
  - 1.11.4.4.2 Should suspension of Article 1.11 occur, then Article 1.11, including this clause, shall automatically be included in the next contract unless mutually agreed that it be removed.
  - 1.11.4.4.3 Should suspension of Article 1.11 occur, then the right of arbitration and the mediation process as described in Article 1.11 are suspended immediately and continue to be suspended until a new agreement is signed, unless the parties mutually agree to the contrary.

## 1.12 CONFORMITY TO LAW - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this contract that the sections, paragraphs, sentences, clauses and phrases of this contract are subject to applicable federal, provincial and local law and are separable. If any phrase, clause, sentence, paragraph or section of this contract shall be found to be invalid because of conflict with any applicable federal, provincial, or local law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this contract. Any substitute provisions shall be subject to appropriate consultation and negotiation between the parties to this collective agreement.

## 1.13 CORRESPONDENCE

All correspondence relating to matters covered in this Agreement from the Association or a representative of the Association to any administrator (including a Chair or equivalent) shall be copied to the Director of Human Resources.

## **2. UNION SECURITY**

### **2.1 UNION RECOGNITION**

The University-College recognizes that the Association is the exclusive bargaining authority for all faculty members who are employed as University-College professors, instructors, counsellors, librarians and technicians at and from Malaspina University-College except instructors employed in the Vocational Division and Continuing Education.

### **2.2 UNION SECURITY**

2.2.1 All members of the bargaining unit represented by the Association shall, as a condition of employment, pay fees of not less than one dollar per year, the actual amount to be determined from time to time by the Association.

2.2.2 The above provisions of this Agreement shall not be construed as requiring any member of the bargaining unit represented by the Association to become a member of the Association.

2.2.3 The University-College shall provide each successful candidate for a position in the bargaining unit represented by the Association a copy of this Agreement with the letter of appointment.

### **2.3 DUES CHECK OFF**

2.3.1 The University-College shall as a condition of employment, deduct from the biweekly wages or salary of each member of the bargaining unit represented by the Association the amount of the regular biweekly fees payable to the Association.

2.3.2 All deductions shall be remitted to the Treasurer of the Association without delay. Before the University-College is obligated to deduct any amount described in Article 2.3.1 the Association must advise the University-College in writing of the amount of its regular biweekly fees. The amount so advised shall continue to be the amount to be deducted



until changed by further written notice to the University-College signed by the Treasurer of the Association. Upon receipt of such notice, such changed amount shall be deducted.

- 2.3.3 If a faculty member is assigned work that is partly in the bargaining unit represented by the Association and partly by either or both B.C.G.E.U. and C.U.P.E., the University-College shall, as a condition of employment in the position represented by the Association, deduct from the portion of his/her biweekly wages or salary applicable to this position, the amount described in Article 2.3.1.

## 2.6 LEAVE FOR ASSOCIATION AND C.I.E.A. POSITIONS

NOTE: see Section 12 regarding Leaves.

Faculty members may, from time-to-time be elected to executive positions within the Association or the Provincial College-Institute Educators' Association of BC (C.I.E.A.).

- 2.6.1 The University-College shall, upon request from the Association, grant full or partial release leave to perform duties of an executive position with the Association or C.I.E.A. Such leave shall be renewable on request from the Association.
- 2.6.2 The University-College shall continue to pay the faculty member his/her full salary and benefits while serving the Association or C.I.E.A.
- 2.6.3 The Association shall reimburse the University-College for the full cost of salary and benefits of the faculty member on leave for a C.I.E.A. position.

For a faculty member on leave for an Association position, the Association agrees to reimburse the University-College for the cost of salary and benefits for the faculty or faculty members hired to replace the faculty member during the term of office. Should the faculty member's normal workload not be fully replaced by a temporary appointment, the Association agrees to reimburse the University-College for the cost of salary and benefits of the temporary replacement plus a share of the salary and benefits of the faculty member on leave representing the fraction of workload not replaced.

- 2.6.4 Upon completion of the term of office, the faculty member is assured of resuming duties at a salary level equal to that which he/she would have received, had he/she remained in his/her usual position at the University-College. The faculty member shall be given his/her full seniority credits for the period of his/her release leave.

## 2.8 CONTRACTING OUT

Malaspina agrees not to contract out any work presently performed by faculty covered by with Agreement if doing so would result in the laying-off of such faculty.

## **4. CATEGORIES OF EMPLOYEES**

### **4.1 CLASSIFICATION OF EMPLOYEES**

For the purpose of identification within this agreement only, the terms "Regular Faculty Member" and "Temporary Faculty Member" are defined in Articles 4.1.1 and 4.1.2, and the primary areas of responsibility of the "University-College professor", "Instructor" and "Non-instructional Faculty Member" are set out in Articles 4.2.1 and 4.2.2.

#### **4.1.1 Regular Faculty Member**

4.1.1.1 The term "regular" shall refer to faculty with a renewable contractual appointment of one year or more. Regular full-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University-College and the faculty member specifying a full-time workload. Regular part-time faculty are those with original appointments or subsequent appointments with mutual agreement of the University-College and the faculty member specifying less than a full-time workload.

4.1.1.2 References to regular faculty in this collective agreement include regular full-time and regular part-time faculty unless either is specifically excepted.

#### **4.1.2 Temporary Faculty Member**

A temporary faculty member is a faculty member with a contractual appointment of one year or less.

### **4.2 INSTRUCTIONAL AND NON-INSTRUCTIONAL EMPLOYEES**

4.2.1 The primary responsibilities of the University-College Professor/Instructor are to prepare and to teach courses and programs within his/her area of competence, and to tutor, advise and evaluate students.

4.2.2 Non-Instructional Faculty are those faculty members whose primary responsibility lies specifically in an area other than instruction. Included in this group are the Librarians, Counsellors and Technicians.

4.2.2.1 Categories of Technicians

4.2.2.1.1 Technicians are classified into three broad categories based on the kind of work they typically do:

- a) Laboratory demonstrators and classroom assistants;
- b) Information technologists; and
- c) Student service specialists.

These categories are independent of seniority groups. Nothing in these categories will in any way alter established seniority groups.

These categories do not apply to any existing positions that are not currently classified as technicians.

a) Laboratory demonstrators and classroom assistants

These are technicians employed by individual departments and faculties and whose primary assignments are to:

- i) order, maintain and organize specialized equipment, supplies and materials on behalf of a program;
- ii) set up equipment and materials for laboratories and classes according to the directions of a University-College professor/instructor or program Chair and to accepted safety standards and procedures;
- iii) assist with the instruction, supervision and evaluation of students in laboratory, seminar and fieldwork classes under the general supervision of a course University-College professor/instructor or program administrator.

Laboratory demonstrators and classroom assistants can be distinguished from University-College professors/instructors because only the latter can have independent authority for a course and course grades. Technicians can at most have shared responsibility for a minor portion of a course grade.

b) Information technologists

These are technicians employed by institution-wide service departments and whose primary assignments are to:

- i) play an active role in testing and evaluating new information technologies for use across the institution;
- ii) deploy, support and troubleshoot various information technologies across the institution;
- iii) develop procedures and training that assist students, faculty and staff to use various information technologies more effectively.

Information technologists can be distinguished from support staff who use a more limited range of information technology skills to perform more specific or routine tasks—for example, web site design; routine installation, upgrading and repair of hardware and software; and first-response helpdesk support. (As understood here, “routine” tasks are those that can be handled, with little risk of complications, by a person without technician qualifications carrying out a simple and straightforward set of instructions that has been prepared with the assistance of a technician.)

c) Student service specialists

These are technicians who are employed by instructional and service departments and whose primary assignments are:

- i) organize and administer training and employment related field placements for students in situations where specialized disciplinary knowledge or status is essential for the success of the placement program;
- ii) implement programs and advise or support students in specialized fields that can affect the ability of students to complete programs successfully.

Student service specialists can be distinguished from University-College professors/instructors who might do some of these duties as minor part of their responsibilities and from support staff who perform similar tasks but do not require specialized disciplinary knowledge to do the job effectively.

## **5. GRIEVANCE PROCEDURES AND ARBITRATION**

### **5.3 GRIEVANCE PROCEDURES AND ARBITRATION**

#### **5.3.1 Grievance Procedures**

Differences between the parties bound by this agreement concerning its interpretation, application, operation or any violation thereof, and any questions as to whether any matter is arbitrable shall, if possible, be resolved by informal discussions.

A grievance shall be initiated by way of informal discussion between the Chair of the Committee of Personnel Stewards, or designated representative of the Association, the grievor, the other University-College personnel involved, and the appropriate Dean, Director, or Regional Campus Principal within sixty (60) working days of when the Association has knowledge of the occurrence of the event giving rise to the grievance.

5.3.2 If the dispute has not been resolved at the informal stage, the Association may, within twenty (20) working days of the informal meeting, initiate a formal grievance as follows:

Step 1 - The Chair of the Committee of Personnel Stewards shall provide the grievance in writing, including the proposed remedy, to the Director of Human Resources. The Chair of the Committee of Personnel Stewards shall meet with the Director of Human Resources and they shall endeavour to settle the grievance. The Director of Human Resources shall, within ten (10) working days of the meeting, respond in writing.

Step 2 - Failing a resolution at Step 1, the Chair of the Committee of Personnel Stewards may, within ten (10) working days, meet with the President or Vice President, as appropriate, who shall endeavour to settle the grievance. The President or Vice President shall have ten (10) working days to provide a written response. Within ten (10) days of receipt of the Vice President, Instruction's written response, the grievance will proceed to Step 3; however, either party may elect to move directly to Step 4.

- Step 3 - Failing resolution at previous steps, the parties may, on a case by case basis, agree to refer the matter to a mutually agreed upon mediator.

If the grievance is not settled through mediation, at the request of both parties, the mediator shall provide the parties with an immediate oral opinion and the grounds for such opinion.

The grievance mediation process is without prejudice to either party. Associated expense will be equally shared by the parties.

- Step 4 - If settlement is not reached within twenty (20) working days following grievance mediation, the matter may be referred to arbitration or, if Step 3 is omitted, within thirty (30) working days of the decision not to use Step 3.

The parties agree that the preference regarding arbitration is that the case be heard by a sole arbitrator. However, should either party determine that a particular case warrants it, they may opt for a three person arbitration board by communicating that decision, in writing, to the other party prior to agreement on a named sole arbitrator.

In order to ensure the effectiveness of the grievance procedure, the specified time limits may be extended by mutual consent.

## 5.6 POWER OF ARBITRATOR

- 5.6.1 The decision of the Board of Arbitration shall be binding upon the parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. The Board shall have the power to determine whether the grievance is arbitrable.
  
- 5.6.2 The Board of Arbitration has the same powers, follows the same procedures and has the same authority as an arbitration board under Part 8 of the Labour Code (1992). The Board of Arbitration shall give full opportunity to all parties to present evidence and make representation to it. The Board of Arbitration shall commence its proceedings within ten days, or sooner, after the Chair is appointed. It shall render a decision in writing to the parties involved within ten days from the time a Chair is appointed. The decision of a majority shall be the decision of the Board of Arbitration.



## **6. SENIORITY, PROMOTIONS, HIRING AND LAYOFFS**

### **6.1 PROBATIONARY EMPLOYEES**

#### **6.1.1 First Regular Faculty Appointments**

Initial appointments for all regular faculty are for a probationary period of two years.

6.1.2 During the first semester, Dean of Instruction shall confer with each University-College professor on a two-year contract, and the appropriate Administrator with each non-instructional faculty member, to discuss the faculty member's professional performance. Satisfaction or dissatisfaction with the faculty member's work, based on any available results of preliminary instructional evaluations, shall be expressed at this meeting. If the Dean expresses dissatisfaction with performance, there must be several meetings with the faculty member, which are designed to aid him/her, to inform him/her of his/her progress, and to make known to him/her any dissatisfaction with his/her professional performance which exists. In such cases, the faculty member may invite a union representative to attend these meetings.

6.1.3 The conference specified in Article 6.1.2 shall take place within the first six (6) months of employment for non-instructional faculty members on a two-year contract. The conference shall occur between the appropriate Dean of Instruction (see Article 7.10) and the non-instructional faculty member.

### **6.2 CALCULATION OF REGULAR SENIORITY**

6.2.1 The means of establishing seniority within the bargaining unit, as defined in Article 2.1 of this agreement, shall be:

"Seniority is defined as full-time years of continuous University-College service within the bargaining unit, inclusive of approved leaves or exchanges. Any regular faculty member whose continuous University-College service included temporary status shall have this time calculated on a cumulative basis (e.g. 2 years at half-time = 1 year at full-time)." (It should be noted that in lay-off considerations discussed in Article 6.6, seniority shall override contract renewal dates.)

- 6.2.2 Full-time appointments of at least 32 weeks shall be considered equal and equivalent to one full unit of seniority credit.
- 6.2.3 When a faculty member is given a regular contract after serving at Malaspina on a temporary contract, the time served under the temporary contract shall be counted towards the faculty member's seniority to a maximum of 0.125 credits less than the regular seniority credits of the regular faculty member(s) with the least seniority in the seniority group(s) as of the last day of the biweekly pay period ending immediately prior to the effective date of the regular contract providing the regular contract commences within ten months of the last temporary contract.
- 6.2.4 Seniority shall be represented as credits such that one credit equals one year of full-time service. No faculty member shall accumulate more than one credit in one year. Partial credit (without limitation of size of fraction) shall be given in those cases where leaves or appointments other than a full-time appointment have occurred. The date of original appointment continuous with the current appointment shall be printed with the seniority credits.
- 6.2.5 Assignment to Seniority Group
- The terms of the original appointment of any Association member shall include assignment to a seniority group.
- 6.2.6 Assignment of existing faculty to a seniority group will be in accordance with the major instructional or non-instructional regular assignment over the past two (2) years, excluding temporary secondments. Faculty members with ongoing appointments in more than one seniority group will accumulate seniority equivalent to their full appointment in each of the seniority groups to which they are appointed. This shall be determined by November 30th of each year. A copy of the list shall be forwarded to the Chief Personnel Steward of the Association, and a further copy distributed to each instructional and non-instructional group. All new faculty appointments, courses, programs or services will be assigned to a seniority group at the time of appointment or implementation.
- 6.2.7 Time spent on professional development assisted and unassisted leaves (as approved as professional development by the appropriate authority when the leave was determined to be P.D. Leave) or exchanges shall be

calculated towards seniority with full credit. Sick leaves and maternity and parental leaves shall be calculated towards seniority with full credit up to fifteen (15) months maximum.

6.2.8 The seniority groups currently agreed upon are:

Access Services  
Accounting & Law  
Anthropology  
Art  
BA Degree Advisor  
Baccalaureate Nursing  
Biology  
Chemistry  
Child & Youth Care  
Classics, Philosophy & Religious Studies  
Community Support Worker  
Computer Support  
Computing Science  
Continuing Health Care Administration  
Co-operative Education/Employment Transition  
Counselling  
Creative Writing  
Criminology  
Early Childhood Education and Care  
Economics  
Education  
Educational Advisor  
Educational Counselling  
English  
Finance  
First Nations Elder  
First Nations Student Support  
First Nations Studies  
First Nations Studies Program Manager  
Fisheries & Aquaculture  
Forestry  
French  
Geography  
Geology  
History  
Horticulture  
Hospitality Management

International Education Student Advisor  
Japanese  
Liberal Studies  
Library  
Management  
Marketing  
Mathematics  
Media Services  
Music  
Physical Education  
Physics  
Political Science  
Practicum Liaison, Health Programs  
Psychology  
Quantitative Methods  
Recreation Administration/Tourism  
RMOT  
Social Service Worker  
Sociology  
Spanish  
Student Financial Services  
Theatre  
Women's Studies

- 6.2.8.1 Additions, deletions, or changes may be made to the agreed upon list of seniority groups by mutual agreement of the parties to this agreement.
- 6.2.9 The Seniority list for Article 6.2.6 shall be published yearly by November 30. Copies of the seniority lists shall be sent to the Deans of Instruction and the Association's President and Chief Personnel Steward of the Association on or before the respective deadlines. Appeals of placement on these lists can be made through the Committee of Personnel Stewards of the Association within ninety days of circulation. Disputes shall be resolved by a joint committee consisting of the Chief Personnel Steward of the Association, President of the Association, the appropriate senior administrator and the Director of Human Resources.
- 6.2.10 A flagging mechanism shall be employed to indicate any faculty member who has seniority accumulation different from the difference between the faculty member's date of original appointment and the date of the seniority lists.

### 6.3 JOB POSTINGS AND VACANCIES

The University-College shall provide, to the Association, a copy of all job postings and of all appointment forms at the time they are processed in Human Resources.

### 6.4 HIRING PROCEDURES

#### 6.4.1 Recruitment of Faculty

6.4.1.1 References to Vice President in this article shall include the Vice President(s) of Instruction and, where appropriate, the Vice President of Administration/Bursar.

6.4.1.2 "The appropriate senior administrator(s)" shall refer to the Dean(s), or Director(s), or Regional Campus Principal(s) who take(s) the responsibility designated in Article 6.4.1.4.

6.4.1.3 Should there be any substantial changes in a posted or advertised position in the terms or length of appointment prior to the position being offered an applicant, the position shall be re-posted and re-advertised. Such changes do not include changing the position from permanent to temporary.

6.4.1.4 All applications for instructional and non-instructional positions shall be indexed by the Director of Human Resources. Files of applicants shall be maintained in the office of the Director of Human Resources and shall be made available to the appropriate senior administrator(s) and Chair(s), subject to the maintenance of strict confidentiality.

6.4.1.5 The appropriate senior administrator(s) shall be responsible, in cooperation with a Selection Committee consisting of her/himself, the appropriate Chair(s) and faculty members from the appropriate department(s) or service group(s), for developing procedures to screen applicants, preparing a short list of applicants, conducting interviews, and making recommendations of candidates for each position.

Requirement for a Selection Committee may be waived with the mutual agreement of the appropriate senior administrator(s), the appropriate Vice President and the appropriate department(s) or service group(s).

If the position to be filled is a regular one, a faculty member from outside the department(s) or service group(s) under consideration (preferably from outside the area(s) of responsibility of the senior administrator(s) concerned) shall be included in the process described in Article 6.4.1.4.

- 6.4.1.5(a) A temporary faculty member will be granted an interview for a regular position being filled through the recruitment process set out in Article 6.4.1 subject to the following conditions:
- a) The faculty member's last evaluation was satisfactory.
  - b) The faculty member meets the minimum qualifications established for the position.
- 6.4.1.6 The Chair of the Selection Committee shall advise the appropriate member of the Executive of the short-listed candidates for a regular position. Candidates on the short list are then invited to the campus by the Chair of the Selection Committee.
- 6.4.1.7 The Chair of the Selection Committee or designate, with due regard to confidentiality, shall coordinate visits to the University-College by the short-listed candidates for a regular position. The Chair shall attempt to ensure the appropriate member of the Executive and other relevant individuals and groups in the University-College have the opportunity to meet the candidate and to express to the Chair their views on each candidate. The Chair shall ensure a record is maintained of any such information presented and that record shall for part of the documentation for the selection process.
- 6.4.1.8 The Chair of the Selection Committee, in co-operation with the Selection Committee, shall make recommendations to the Vice President for a regular appointment, and the Vice President, if he/she approves, shall recommend to the President that the formal offer of appointment be made. Dissenting views shall accompany recommendations of the appropriate senior administrator(s) and Vice President.
- 6.4.1.9 The procedure for the initial placement of a new faculty member on the salary schedule is described in Article 11.4.
- 6.4.1.10 In the recruitment of temporary faculty, the responsibilities identified for the Vice President may be carried out by the appropriate senior administrator(s).

6.4.2 Selection of University-College Administrators

6.4.2.1 Appointments of the Vice Presidents of Instruction, Deans of Instruction, Directors and Regional Campus Principals shall be made according to the College and Institute Act. It is recognized however that such persons should be appointed only after wide consultation within the University-College community. Therefore in order to assist the University-College Board in the selection of a Vice President a Selection Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.

6.4.2.2 Dean Selection

By agreement of the Executive and faculty in the area, Dean selection may be internal or external.

6.4.2.2.1 Dean Selection Committee

The selection of Dean shall follow the following steps:

- a) The chairs of the departments in the area shall meet to determine the structure of the Dean Selection Committee subject to the following constraints:
  - i) the faculty representatives shall be selected by and from faculty (for the purposes of this subsection the term faculty refers both to faculty governed by this collective agreement and faculty governed by the B.C.G.E.U. collective agreement).
  - ii) there shall be at least 6 faculty representatives with at most two from a single department. Non-regular faculty with two FTE years of service are eligible to serve on the Selection Committee and, at most, one of the faculty representatives may be non-regular.
  - iii) the Vice President, Instruction shall be a member of the Committee.
  - iv) one member of the Selection Committee shall be a C.U.P.E. support member selected by the C.U.P.E. support staff in the

area.

- v) there shall be two other members of the Selection Committee that are not members of the area, one of which shall be a Dean and the other shall be a faculty member; these two members shall be chosen by the other members of the Selection Committee.
- vi) the Selection Committee shall choose its chair.
- b) The Selection Committee shall develop criteria, based on the approved position profile, for the selection of the Dean and shall establish processes to ensure that all faculty in the decanal area have an opportunity to provide input to the Selection Committee.
- c) The Selection Committee shall interview short-listed candidates for the position of Dean and shall make a recommendation to the President for the appointment of the new Dean.

6.4.2.2.2 Appointment of Dean from existing regular faculty

- a) The appointment of a Dean selected from existing regular faculty shall be for an initial term of 3 years. Subject to mutual agreement of the Executive and the Dean, an extension of up to three years is possible providing that 60 percent of regular faculty in the decanal area vote to extend the term.
- b) A faculty member from the area may be selected as Dean and shall have the right to return to her/his original position as a faculty member at the end of her/his term.
- c) A faculty member will accrue full MFA seniority rights for the time served as Dean, and the time served as Dean shall be deemed to be an approved unassisted P.D. leave.

6.4.2.3 Selection and appointment of the University-College President is the duty and responsibility of the University-College Board. It is recognized however that the President should be appointed only after wide consultation within (and perhaps outside) the University-College community. Therefore in order to assist the University-College Board in this task a Search Committee which shall include faculty representation shall be constituted. These faculty representatives shall be selected by the faculty.



- 6.4.2.4 Additional staff, student, or community representatives, up to a number equal to the number of Association members on the Search Committee for the President may also be invited by the Committee, as constituted in Article 6.4.2.2, to serve as voting members of the Committee.
- 6.4.2.5 It shall be the responsibility of the Search Committee to recommend a short list to the University-College Board or President for appointment to the office in respect to which it is struck.

## 6.5 TRANSFERS

### 6.5.1 Internal Transfer

6.5.1.1 “Internal Transfer” means transfer either to an excluded position or to a position within another bargaining unit at the University-College.

6.5.1.2 Faculty members may accept internal transfer and shall accrue seniority for a maximum of three consecutive years.

6.5.1.3 Upon completion of the internal transfer, faculty shall return to full status within the Association for a period of one year or the length of assignment, whichever is less, before accepting another internal transfer.

6.5.1.4 Faculty who continue on internal transfer for a period greater than three consecutive years shall lose all seniority credits within the Association Bargaining Unit.

### 6.5.1.5 Leave From Original Assignment

The University-College shall not use reassignments for the purpose of attempting to circumvent its obligation under the Collective Agreement.

6.5.2 In the case where a faculty member works within more than one seniority group he or she shall be considered to be on loan from that seniority group consistent with the member's original appointment and he or she shall revert back to that group when the assignment in the other unit he or she is filling is terminated.

6.5.3 Home Campus

Within this agreement home campus shall refer to the campus at which a regular faculty member was originally appointed to undertake the majority of his/her designated duties. A regular faculty member may have his/her home campus changed only on the consent of that faculty member and agreement of the appropriate Senior Administrator. The Chief Personnel Steward of the Association shall be informed of any transfer of home campus prior to that transfer. Compensation for transfer of home campus shall be as stated in Article 6.5.4.

6.5.4 Transfer Expenses

Employer initiated transfer to a campus other than the one which a faculty member was originally assigned shall be assisted by the University-College in the form of, but not limited to, moving expenses which shall include the cost of moving and insuring the move of household furniture and personal effects to a maximum of \$2,500.00.

6.6 LAY OFF

6.6.1 Reasons For Lay Off

6.6.1.1 Elimination of regular positions by the University-College for budgetary reasons, for reasons of demonstrable and substantial declining enrolment over a sustained period, and for reasons of a demonstrable need for program or service reduction, including the non-viability of non-teaching positions as a result of the preceding, will be carried out in accordance with this section.

6.6.1.2 This section does not include the elimination of regular faculty members through suspension, leave of absence, exchanges, resignations or those circumstances covered under Articles 7 and 8.

6.6.2 Application

All faculty, whether or not they are on leave, shall be subject to the conditions of this section.

6.6.3 Definitions

The following definitions apply throughout Article 6.6:

6.6.3.1 "Lay off" refers to the loss of the employment specified in a faculty member's regular contract.

6.6.3.2 "Seniority" is defined in Article 6.2.1 of this agreement.

6.6.3.3 "Bumping" is defined as the displacement of a faculty member in another department, program or service area, by a member with more seniority within the Association bargaining unit.

6.6.4 Seniority Principle and Seniority Groups

It is recognized that the principle of seniority shall govern the application of this Article.

6.6.4.1 It is recognized that the selection of faculty members to be laid off within one of the groups identified in Article 6.2.8 shall be in reverse order of seniority subject to the senior employee(s) having the qualifications to perform the remaining work available within the group following the effective date of lay off.

6.6.4.2 Notwithstanding the above, no faculty member employed by the University-College as at May 1, 1993 who has at least fifteen years of seniority will be laid off if there are junior faculty members remaining in the group to which the faculty member is assigned.

6.6.4.3 Faculty with more than 15 years of seniority, as of May 1, 1993, will not be laid off except in cases where a particular program is cancelled by the government or there is a demonstrable and substantial declining enrolment over a sustained period, or in a non-instructional area where there is no longer a demonstrable need for the service.

6.6.5 University-College Responsibilities

6.6.5.1 It is recognized that the University-College has a responsibility to explore all alternative ways of preventing the lay off of regular faculty members.

6.6.5.2 It is further recognized that the University-College must have bona fide reasons for the lay off of regular faculty members.

6.6.5.3 The University-College shall not prepare budgets in such a way that any faculty position or alternative position is financially unsupportable for the purpose of bypassing the steps outlined in Article 7.6 and 8.2.1.

6.6.6 Lay Off Process & Responsibility for Notice

6.6.6.1 When the lay off of faculty members appears to be necessary, the following process shall be followed during the academic year in which the lay off may occur:

6.6.6.1.1 A general notice of the possibility of lay offs which impact Association members shall be given to the Association by the President of the University-College as early as possible.

6.6.6.1.2 Not later than at the time of formal notice being given to a faculty member the Administration shall provide a written outline of the reasons for the proposed lay off to the faculty member and to the Chief Personnel Steward of the Association.

6.6.6.1.3 A faculty member being terminated from his/her position shall be given formal written notice of the lay off at least four (4) months prior to the effective date of lay off being served.

6.6.6.1.4 All alternatives to the lay off of the faculty member involved shall be explored at this time by both the University-College and the Association. The Chief Personnel Steward of the Association shall be provided with all data and material relied upon by the University-College in arriving at this decision. The Association can, within twenty (20) working days of receiving formal written notice of the lay off, make a presentation to the University-College, outlining alternatives to the lay off of the faculty member.

6.6.6.1.5 The implementation of any of the alternatives identified above must be agreed to by:

- a) The Faculty Member;
- b) The Chief Personnel Steward of the Association;
- c) An appropriate senior administrator.

The University-College shall not unreasonably deny any viable alternative.

6.6.6.2 When lay off for reasons of demonstrable and substantial declining enrolment is contemplated, the University-College shall notify the Association and the Faculty member involved by a minimum of six (6) months prior to formal notice of lay off.

6.6.6.3 When written notice is given to the faculty member, the University-College shall provide the reasons for lay off and inform the faculty member of his/her rights as outlined in these Articles.

6.6.7 Bumping (Displacing) of Less Senior Faculty Members

6.6.7.1 A faculty member who has been given notice of lay off shall be eligible to bump across the bargaining unit if:

- a) The faculty member has the current qualifications for the position in question. The qualifications of the faculty member shall be assessed by a hiring committee as outlined in Article 6.4.1.5. This committee shall be responsible for the assessment of whether the faculty member has the qualifications normally required to work in that department or service area.

If a faculty member is found to generally meet the qualifications but lacks currency in the field or specific course work in a required specialty area, the faculty member will file a one year plan to attain currency or course work. If this plan is approved by the hiring committee and the faculty member has had three (3) years or more of full-time service with the University-College, she or he shall receive an assisted leave in accordance with the provisions of Articles 12.3.1(c) and 12.4; and

- b) There is a faculty member with less seniority in the position.

6.6.7.2 A faculty member who is eligible and elects to bump into another position shall:

- a) make that decision within ten (10) working days of receipt of formal notice of lay off; and
- b) bump the least senior member of the seniority group in a position for which they are qualified.

6.6.7.3 A faculty member who is displaced by the operation of Articles 6.6.7.1 and 6.6.7.2 shall have:

- a) ten (10) working days to exercise his/her rights under Articles 6.6.7.1 and 6.6.7.2; and
- b) written notice of lay off if the faculty member is unable or chooses not to exercise his/her rights under Article 6.6.7.1. Length of notice shall be as outlined in Article 6.6.6.1.4; and
- c) eligibility for all provisions accorded laid off faculty (Articles 6.6.7 through 6.13).

6.6.8 Employee Records of Laid Off Faculty Members

The records of all faculty members laid off hereunder, and all references supplied by the University-College or requested by outside agencies, will clearly state that the lay off in no way reflects upon the performance of the person in question.

6.6.9 Expiry of Rights

A faculty member who is laid off under this section and is rehired by the University-College subsequent to the expiry of a retraining leave and/or the recall period shall be treated as a new employee for all purposes.

6.7 SEVERANCE PAY

Upon lay off, the faculty member shall receive severance pay of one month's salary for each year of service at the University-College, with a minimum of two (2) months salary to a maximum of ten (10) months, plus earned vacation pay accrued to the date of lay off. Years of service shall be defined as equal to the faculty member's seniority.

## 6.10 SENIORITY RETAINED

Should a faculty member be transferred on an ongoing basis into a position under another seniority group within the bargaining unit, all the seniority credits accumulated during the previous years under the same or other seniority groups within this bargaining unit shall all be transferred at the time the member accepts the transfer. Transfer shall not be used to circumvent the layoff provisions of Article 6.6.

## 6.11 RECALL

6.11.1 Any faculty member who has been laid off will have right of recall to a regular position for which he/she is qualified. The right of recall shall extend for twenty-four (24) months from the date of lay off. The obligation for notice of recall shall be by registered mail to the last provided address, with a twenty working day waiting period from the date of mailing.

6.11.2 Any faculty member who accepts a recall to a regular position under this section will resume their employment with no loss in seniority. Any future eligibility for severance under this Article will be calculated from the date employment resumed.

6.11.3 Within a seniority group in which there has been a lay off of a regular faculty member, the University-College shall not employ temporary faculty members for the subsequent two (2) years unless all faculty members laid off from that group have been offered such temporary work. Acceptance of such temporary work will not change the period of recall.

6.11.4 A faculty member who has been laid off and who, during their recall period, receives a temporary assignment, shall be appointed on a temporary basis.

That faculty member shall have the right of first refusal for any temporary work for which s/he is qualified within his/her department, up to the level of his/her regular workload prior to lay off, before any part-time regular faculty member in that department exercises the right of refusal for the available temporary work.

At the end of the recall period all regular and temporary seniority shall be converted to temporary seniority.

## 6.13 RETRAINING

- 6.13.1 Faculty who have been laid off pursuant to this Article may elect to retrain, subject to mutual agreement as in Article 6.6.6. If a retraining plan is agreed to in accordance with the above, the faculty member shall receive that amount equivalent to the combined severance and vacation pay entitlement, allocated in such a manner as to provide a payment plan during the retraining period. The total of such payment shall not exceed the amount of the combined severance and vacation pay the faculty member would be entitled to under Article 6.7. Continuation of health and welfare benefits shall be subject to:
- a) the faculty member meeting the eligibility requirements of existing contracts with insurance carriers; and
  - b) the faculty member prepaying by way of post-dated cheques to the University-College the total cost of such benefits.
- 6.13.2 The maximum period of leave for retraining shall be two (2) years except where the retraining programs involves a Ph.D. program in which the maximum period of such leave shall be three (3) years
- 6.13.3 During the academic year following the completion of the leave, the University-College will agree to appoint the faculty member to any vacancy for which she/he becomes qualified. Where more than one faculty member becomes qualified for a vacancy as a result of retraining, priority for such vacancies will be on the basis of seniority. Retrained faculty will also be able to displace regular faculty with less than three (3) years seniority from established regular positions for which she/he becomes qualified.
- 6.13.4 Faculty members who are reinstated as a result of retraining will resume their employment on a regular basis, with no loss in seniority. Any future notice or severance under this Article will be calculated from the date regular employment resumed.



## 7. EVALUATION

### 7.1 PURPOSE OF EVALUATION

The intent of these procedures is to maintain excellence of instruction at the University-College, to provide the means whereby less than satisfactory professional performance can be recognized and remedied, and, in general, to provide information on faculty effectiveness.

### 7.2 EVALUATION OF NEW REGULAR FACULTY

7.2.1 New faculty shall receive an initial two-year appointment and shall be on probation during this period. In their first and second years, a review of performance will include student surveys as well as any of the following in order to assess performance:

- a) Classroom observations. The timing of the classroom observations shall be subjected to agreement between the faculty member and the Dean.
- b) Where applicable, interviews with students. The students to be interviewed shall be randomly selected. The interviews shall be done either individually or in groups of no more than 5 students. The faculty member may send an observer to the interviews.
- c) Review of course materials.
- d) Discussion with Department Chair.

7.2.2 If a Dean determines that a faculty member's overall performance is unsatisfactory, the Dean may invoke the terms of Article 7.2.4 or may indicate that the faculty member will be required and assisted to address the areas identified in the evaluation as requiring improvement by a development program specifically designed for the member. This program, as well as the timetable for implementing it, will be determined through a meeting between the faculty member and the Dean. The faculty member may elect to invite an MFA shop steward or a colleague chosen by the faculty member. In such cases, the Dean will Chair the meeting. At this meeting the Dean will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement.

7.2.3 If at the end of the two-year probationary appointment the faculty member's performance is satisfactory, then the faculty member's appointment will automatically be renewed for a five-year period.

7.2.4 If at the end of the two-year probationary appointment the faculty member's performance is determined by the Dean to be unsatisfactory, the employment contract will not be renewed.

7.2.5 Nothing in this provision prevents the early termination of a probationary appointment for reasons of professional unsuitability/incompetence.

### 7.3 EVALUATION OF FACULTY ON REGULAR APPOINTMENTS

7.3.1 The Dean shall carry out evaluation procedures in the following circumstances:

a) Faculty members on a five-year appointment shall be evaluated by the Dean in the fourth year of each five-year appointment. The evaluation will be based on a compendium of activities compiled by the faculty member and the Dean supplemented by surveys of all the University-College professor's classes in the Fall and Spring semesters. The compendium of activities will include information encompassing the teaching, service and scholarly activities and responsibilities of the faculty member and may include peer review of scholarly activity where appropriate, Dean's class observation, student surveys, optional self-evaluation, and the faculty member may also include, if they wish, an outline of their contributions to the community at large. Other sources of information may be mutually agreed upon by the Dean and the faculty member.

This information shall be the basis of the assessment of the faculty member's contribution to the institution, department and program.

b) For any faculty member for whom significant evidence of professional problems has arisen.

7.3.2 When the Dean determines that a faculty member's overall performance is satisfactory, the faculty member's appointment will be renewed for a further five years.

7.3.3      Where the Dean determines that a faculty member's overall performance is unsatisfactory, the provisions of Article 7.6 shall apply.

#### 7.4      EVALUATION INSTRUMENT

7.4.1      The prescribed institutional survey instrument used for student evaluation shall be a machine scoreable questionnaire including space for written comments and for additional questions relevant to the appropriate Faculty. The instrument will be designed for the interpretation of teaching effectiveness in the context of the course and the program.

Decanal areas, by agreement between the Dean and the Faculty, can use additional means of evaluating teaching to supplement student evaluation. Revisions to evaluation procedures in Decanal areas will be provided to the MFA for approval before implementation. Such approval shall not be unreasonably withheld.

#### 7.5      EVALUATION RESULTS

All evaluation results shall be made available only to the Dean, Vice President, President, Human Resources and the faculty member involved unless an arbitration board deems that the evaluations are relevant and orders production. Any other distribution of results must be agreed to by the faculty member, unless the results of the evaluation are in dispute, in which case the results shall be shown to the Evaluation Appeal Committee and, if necessary, to the University-College Board. The results shall form part of the faculty member's personnel file. In response to an adverse performance evaluation, a faculty member shall be entitled to prepare a statement and include it in his/her personnel file.

#### 7.6      NON-RENEWAL OF FIVE (5) YEAR APPOINTMENT FOR UNSATISFACTORY PERFORMANCE

7.6.1      By April 15th of the faculty member's fourth appointment year, the Dean shall inform the faculty member, in writing, that his/her performance evaluation is unsatisfactory, setting out the areas requiring improvement.

7.6.2      a) As soon as practicable after being informed pursuant to Article 7.1

and after the exhaustion of any appeal under Article 7.8, a meeting shall be held between the Dean and the faculty member. The faculty member may elect to invite an Association Shop Steward or a colleague chosen by the faculty member.

- b) At this meeting, the faculty member shall provide to the Dean a proposed performance improvement plan addressing the areas requiring improvement. This proposed plan shall be reviewed and every effort shall be made by those in attendance to provide input to the Dean in the development of a performance improvement plan specifically designed for the faculty member, which shall be mutually acceptable to the Dean and the faculty member. The faculty member shall not unreasonably refuse such agreement.
- c) At this meeting, the Dean (and faculty member) will determine the time of a follow-up evaluation to determine whether the faculty member has been successful in addressing the areas identified as requiring improvement. The follow-up evaluation shall be concluded no later than April 15<sup>th</sup> of the faculty member's fifth appointment year.

7.6.3 No later than April 15<sup>th</sup> of the faculty member's fifth appointment year, the faculty member shall be informed of one of the following:

- a) The faculty member's performance has improved to a satisfactory level and another five year appointment will be processed; or
- b) The faculty member's performance has not improved to a satisfactory level and his/her appointment will not be renewed.

## **7.7 APPLICATION OF EVALUATION PROCEDURES TO NON-INSTRUCTIONAL FACULTY**

Evaluation of non-instructional faculty shall be carried out on a routine basis utilizing methods appropriate to the particular assignment. Non-instructional faculty shall be evaluated in the same general time cycle as instructional faculty.

Interviews with or questionnaires of students, clients and colleagues (where appropriate) and the relevant supervisor's assessments based on relevant job related activities shall constitute the basis of the evaluation

process.

Whenever appropriate, the provisions of Article 7.1 to 7.6 and 7.8 and 7.10 shall also apply to non-instructional faculty.

## 7.8 EVALUATION APPEALS COMMITTEE

7.8.1 In the event that a faculty member is affected by a decision pursuant to Articles 7.2, 7.3 and 7.6.3(b), the faculty member may within ten (10) working days of such a decision appeal to the Evaluation Appeal Committee in accordance with Article 7.8.

7.8.2 Composition of Evaluation Appeals Committee

The Committee shall be comprised of five (5) members as follows:

- a) Two members of the MFA bargaining unit selected by the Chairs of the Faculty from the same decanal area who are in the MFA bargaining unit.
- b) One member selected by the affected faculty member.
- c) One Dean of Instruction external to the relevant faculty. The faculty member has the option to reject the first appointed Dean.
- d) Vice President Instruction and Research.

7.8.3 Appeal Process

- a) The faculty member and the Dean involved shall each have the opportunity to make an oral and/or written submission to the Evaluation Appeals Committee. The Evaluation Appeals Committee may ask questions of the faculty member and Dean and review any relevant material.
- b) The Evaluation Appeals Committee shall convene a meeting, complete its deliberations, and render its decision within ten (10) working days of the receipt of an appeal.
- c) The Evaluations Appeal Committee shall either uphold or reverse the decision under appeal subject only to the approval of the University-College Board.

7.9 EVALUATION OF TEMPORARY FACULTY

7.9.1 A temporary faculty member will be evaluated using surveys in each class in each semester taught, or other methods as appropriate as agreed to by the temporary faculty member and the Association.

7.10 ACCESS TO GRIEVANCE PROCEDURE

7.10.1 Notwithstanding the provisions of Article 7.8 a faculty member may grieve any decision made in accordance with Article 7.2, 7.3 or 7.6.3(b) provided that the appeal process in Article 7.8 has been exhausted. In the event that a grievance is filed, the proceedings of the appeal process conducted in accordance with Article 7.8 shall not be admissible in any arbitration proceeding other than the fact that the appeal process has been completed.

7.11 REFERENCES IN ARTICLE 7

References to Dean in Article 7 refer to Dean, Director or Regional Campus Principal where appropriate.

## **8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE**

### **8.1 PERSONNEL FILE**

During normal working hours, and in the presence of a Human Resources Office staff member, every faculty member has the right of access to his/her personnel file.

### **8.2 DISCIPLINE**

8.2.1 The employment of a faculty member shall not be terminated except for just cause.

8.2.2 The President or his designate shall state in writing the facts believed to constitute just cause for the disciplinary dismissal of a faculty member. When this statement is prepared, a copy shall be given to the faculty member and the Association Steward and the faculty member shall be advised of his/her right to seek the assistance of the Association.

8.2.3 Other Disciplinary Action

8.2.3.1 Other disciplinary action includes written censures and letters of reprimand. A faculty member shall be sent a copy of any such document (at the time of filing) placed on the faculty member's personnel file. The faculty member is to provide immediate written acknowledgment of receipt of the copy.

8.2.3.2 In response to any such documents placed in a faculty member's personnel file, a faculty member shall be entitled to prepare a statement and include it in said file.

8.2.3.3 Upon the faculty member's request, any such document shall be removed from the faculty member's personnel file after the expiration of three years or at the end of his/her current contract whichever is longer provided there has not been a further infraction.

## 9. RENEWAL OF APPOINTMENT

### 9.1 NOTICE OF REAPPOINTMENTS OF REGULAR FACULTY

9.1.1 Appointments are automatically renewed on April 15 of the faculty member's last appointment year for a further five years unless the provisions of Article 7.3.3 are applied.

9.1.2 A regular faculty member appointed at a date other than August 1<sup>st</sup> shall have their probationary appointment extended to July 31<sup>st</sup> next following the initial two-year probationary appointment.

### 9.2 APPOINTMENT OF TEMPORARY EMPLOYEES

#### 9.2.1 Seniority of Temporary Faculty

A temporary faculty member whose initial evaluations have been satisfactory shall accrue seniority.

#### 9.2.2 Accrual and Available Work

This clause applies to both non-instructional and instructional faculty.

Additional available work in the same department will be offered, on the basis of seniority, first to qualified regular faculty on lay-off who have recall rights under Articles 6.11.1 and 6.11.4 and then to qualified regular faculty who have less than full workloads. If there are two or more regular faculty with equal seniority, the allocation of available work will be made by a hiring committee as per Article 6.4.1.5.

9.2.3 The length of contract will reflect the specific needs of the department. Where work is required on a continuous basis, appointments will be without breaks.



### 9.3 LIMITATIONS ON USE OF NON-REGULAR POSITIONS

9.3.1 In those instances where the ongoing workload is sufficient, the University-College shall normally (and when budget permits) recruit and appoint regular, rather than temporary faculty members.

9.3.2 Where ongoing full-time work is created (e.g. through the addition of new programs) which can be filled by a single faculty member, a regular position will be created.

### 9.4 CONVERSION OF FACULTY (INSTRUCTIONAL AND NON-INSTRUCTIONAL) TO REGULAR STATUS

Nothing in Article 9.4 prohibits the Employer's right to regularize any position as it deems necessary.

#### 9.4.1 Regularization of Temporary Faculty

##### 9.4.1.1 Eligibility Requirements

A temporary pro rata faculty member shall be entitled to be converted to regular status where the temporary pro rata faculty member has worked not less than two consecutive academic years immediately preceding regularization with an annual workload of fifty percent (50%) or greater with work in each of the fall and spring semesters in each of those two consecutive academic years, provided:

- a) There is a reasonable expectation of ongoing employment for which the faculty member is deemed qualified pursuant to (c) below at a workload of not less than fifty percent (50%) of an annual full-time workload with work in each of the fall and spring semesters in the next academic year;
- b) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory; and
- c) A duly constituted selection committee (Article 6.4.1.5), in the applicable seniority group(s), deems the faculty member qualified for the work available.

The academic year is deemed to commence August 1 and may include workload during the subsequent fall, spring and special

session (intersession/summer) semesters.

For the purpose of determining eligibility for regularization, the following workload components will be excluded:

- i) Directed Studies;
- ii) Non-release section(s) of Prior Learning Assessment;
- iii) Overload;
- iv) Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;
- v) Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in special session in the official program outline as approved by Education Council;

Should an evaluation of a temporary faculty member be deemed unsatisfactory and if the temporary faculty member continues employment, a subsequent accrual period for determining eligibility for conversion to regular status shall commence from the start of the semester following the semester in which the unsatisfactory evaluation was conducted.

#### 9.4.1.2 Initial Regular Appointment

The initial regular appointment workload shall be based on the workload available at a minimum of the lesser amount of workload in each of the two qualifying years.

Where the regular appointment is for an annual workload of 50% or greater averaged over the academic year but the actual workload assignment is less than 50% in one semester (e.g., 75% Fall Semester and 25% Spring Semester), payment of salary shall reflect the variation in workload (e.g., 75% of full-time paid for six months and 25% of full-time paid for six months) and the faculty member will be responsible for paying both the employer and employee portions of benefit premiums in order to maintain benefit coverage during the period(s) where the actual workload is less than 50% (Article 13). If the reason for the workload falling below 50% in any one semester is due to the regular workload being assigned over more than two semesters during the appointment year (i.e., part of the workload is assigned during special session as per Article 10.2.1.2.2), salary payment and benefits will be averaged over the full appointment year.

The initial regular appointment shall be for a probationary period of two years (Article 6.1.1) and renewal shall be subject to the terms and conditions of Article 9.1

9.4.1.3 Seniority

- a) Where a temporary faculty member is offered regular status pursuant to Article 9.4.1, the time served under the eligible temporary contracts and accrued as temporary seniority shall be counted towards the faculty member's regular seniority as described in Articles 6.2.1 and 6.2.3 of the Collective Agreement. Temporary seniority shall be counted to a maximum of 0.125 credits less than the regular seniority credits of the regular faculty member(s) employed as of four (4) months prior to the date of regularization with the least seniority in the seniority group(s) as of the last day of the biweekly pay period ending immediately prior to the effective date of the regularization.
- b) Should lay off subsequently be necessary and two or more faculty members have equal regular seniority credits within the seniority group affected, temporary seniority credits which were accrued to the date of regularization but were not eligible for conversion to regular seniority under 9.4.1.3(a) will be considered for the purpose of determining which of the faculty members with equal regular seniority is considered to be more senior. If, after considering any temporary seniority credits which were not converted to regular seniority, the seniority credits of two or more of the faculty members continues to be equal, the determination of the least senior faculty member shall be by chance.

9.4.2 Regularization of Temporary Workload for Regular Part-Time Faculty

9.4.2.1 Eligibility Requirements

A regular part-time faculty member shall be entitled to have his/her regular workload appointment increased on an ongoing basis where the regular part-time faculty member has been assigned a temporary increase in workload of twenty percent (20%)\* or greater in addition to his/her regular part-time workload assignment for not less than two consecutive academic years, provided:

- a) There is a reasonable expectation of the continuation of the temporary workload for which the faculty member is deemed qualified at a workload of not less than twenty percent (20%)\* of an annual full-time workload in the next academic year;
- b) The evaluations, if any, of the faculty member during the two consecutive academic years immediately preceding regularization have all been deemed satisfactory; and
- c) A duly constituted selection committee (Article 6.4.1.5), in the applicable seniority group(s), deems the faculty member qualified for the work available.

\*If the appointment is 81% or greater, any percentage less than 20% will result in an increased regular workload to a maximum of 100%, provided all the criteria in this section are met.

The resulting regular workload cannot exceed a one-hundred percent (100%) workload.

The academic year is deemed to commence August 1 and include workload during the subsequent fall, spring and special session (intersession/summer) semesters.

For the purpose of determining eligibility for regularization, the following workload components will be excluded:

- i) Directed Studies;
- ii) Non-release section(s) of Prior Learning Assessment;
- iii) Overload;
- iv) Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;
- v) Courses taught outside the normal fall and spring semesters unless the course is required and designated to be taught in special session in the official program outline as approved by Education Council;

Temporary work preceding the date of the initial regular appointment will not be recognized for the purpose of determining eligibility for regularization.

## 10. HOURS OF WORK/WORKLOAD

### 10.1 ACADEMIC YEAR FOR REGULAR FACULTY MEMBERS

10.1.1 Regular faculty members are normally appointed on the basis of a twelve-month academic year which runs from August 1 to July 31.

#### 10.1.2 University-College Professors

10.1.2.1 The instructional assignment for the academic year normally consists of approximately eight months. In addition to this instructional assignment, University-College professors shall normally (except under Article 12.2.2) spend two months on campus engaged in the preparation and review of courses, the interviewing of prospective students, professional development, the ordering of supplies and equipment, and other non-instructional activities of the University-College.

10.1.2.2 Newly appointed regular University-College professors shall normally commence duties on the campus on August 1 of their first contract year.

10.1.2.3 For the period between Christmas Day and New Year's Day when institutional services have been minimized, the normal attendance expectations of instructional faculty members will be relaxed provided that they have completed their duties.

#### 10.1.3 Non-Instructional Faculty Members

10.1.3.1 The length of assignment for non-instructional faculty members shall normally be eleven months. However, for counsellors, librarians and librarians - Media Services the length of assignment shall normally be ten months.

### 10.2 WORKLOAD

#### 10.2.1 Workload for Regular Instructional Faculty

10.2.1.1 It is recognized that faculty involvement in the determination of realistic instructional workloads is important for the maintenance of the quality of instruction at the University-College, and that excessive workloads shall result in a deterioration of that quality.

10.2.1.2 Limitations on Faculty Workloads

10.2.1.2.1 Workloads shall be established within the following limits.

Maximum number of teaching hours per week = 16 (sixteen) averaged over two semesters.

Teaching hour is one hour of scheduled lecture, studio or lab time per week; one hour of unconventional teaching time (see Letter of Understanding, page 107) is equivalent to 2/3 of a teaching hour.

Maximum number of regular lecture classes (3 or 4 hours) = 8.

No temporary faculty member shall be required to accept a workload higher than as specified in Article 10.2.1.2.

10.2.1.2.2 University-College professors may be assigned portions of their workload in the two month work period during the semester in which holidays are taken (normally such assignments would occur during the May/June period).

10.2.1.2.3 All faculty as part of their professional responsibilities shall:

- a) maintain posted office hours and be available to meet with individual students at other mutually agreed upon times;
- b) provide additional assistance to students in areas such as study skills, academic advising, special events, as well as recruitment and admission of students;
- c) remain current in their field through demonstrated participation in professional development and/or scholarly activity;
- d) participate in departmental and institutional activities.

10.2.1.2.4 Undergraduate Research Project

With the permission of the Dean and the Department, a faculty member may supervise an undergraduate research project. A faculty member who supervises an undergraduate research project shall be credited with 1/32nd of an annual workload for each student undergraduate research project.

10.2.2 Workload for Regular Non-Instructional Faculty

10.2.2.1 The workload of a regular non-instructional faculty member shall be an average of 35 hours per week. The exact hours of work may vary seasonally to allow for peak periods. Particular responsibilities, duties and workload arrangements shall be determined by the Chair or Director or Regional Campus Principal or Dean, as appropriate, in consultation with the faculty member. This decision may be appealed to the next appropriate level of administration. Non-instructional faculty members shall be informed, when they receive their workload allocation of the name of the administrator to whom such appeal may be made.

10.2.2.2 Chairs of non-instructional faculty shall be selected in accordance with the procedure in Article 10.11.2.1.

10.3 OVERLOAD

10.3.1 Overloads shall only be carried on a voluntary basis

- a) Effective August 1, 2001 a regular faculty member who teaches an overload in a given academic year shall be paid according to his/her placement on the salary scale (Appendix A) based on the pro-rata workload for the overload. This does not apply to regular faculty members teaching Summer Session courses under Article 10.3.2 and Field School courses under Article 10.3.3.
- b) A regular faculty member teaching Summer Session (Article 10.3.2) or Field Schools (Article 10.3.3) shall be paid in accordance with Article 11.1.4.2.
- c) A temporary faculty member with a workload in excess of that specified in Article 10.2.1.2 shall be paid for the additional workload in accordance with Article 11.1.4.2.

10.3.2 Summer Session

A Summer Session course is a course taught during the period between the spring and fall semesters but does not include courses taught in the May to June Special Session which constitute a program requirement and does not include courses which are assigned as part of a regular faculty member's workload under Article 10.2.1.2.2.

Once summer session course offerings have been finalized and should qualified regular faculty members be identified to teach such courses, a regular faculty member may elect to reduce his/her regular workload in exchange for an equivalent amount of summer session instruction taught at any time in the May to August period immediately preceding the Academic Year in which the exchange was permitted, subject to the approval of the Dean. Such approval shall not be unreasonably refused. All professional development and vacation time that would have been applicable in the summer session shall be deemed to have been taken by the faculty member.

10.3.3 Field Studies

A regular faculty member teaching field school (including studies abroad) except those courses which are offered through a field school and which are a program requirement that can only be fulfilled by attendance at the field school shall be paid in accordance with Article 11.1.4.2.

10.3.4 Directed Studies

A Directed Studies course shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. This course will be provided by agreement of the faculty member, Chair, and Dean, and will have a maximum of five (5) students. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each Directed Studies student for a 3 credit course.

Where a Directed Studies course has fewer or greater than three credit hours, actual payment for each Directed Studies student enrolled in the course will be pro-rated. For example, faculty will receive \$83.34 ( $\$250/3$ ) per semester for each Directed Studies student enrolled in a one credit course; \$125.00 ( $\$250/2$ ) for a 1.5 credit course; \$166.67 ( $\$250 \times 2/3$ ) for a two-credit course; \$333.34 ( $250 \times 4/3$ ) for a four-credit course, etc.

The Dean will identify Directed Studies on the workload report.

10.3.5 Senior Project

In departments where a Senior Project course is a required or elective component of a degree program, it will be provided on a voluntary basis



by an individual faculty member as an addition to their assigned workload. The approval of the Department Chair is required before a student can register in a Senior Project course with an identified University-College professor/instructor. The faculty member shall receive two-hundred and fifty dollars (\$250) per semester for each three credit Senior Project student. If two University-College professors/instructors jointly supervise a Senior Project, the stipend will be divided equally between them unless there is some other agreement. Deans will identify Senior Projects in Workload Reports.

#### 10.4 ASSIGNMENT OF WORKLOAD

10.4.1. In Spring semester, when the approved Program Profile is received from the Ministry, the Dean shall advise each department of its activity level for the next budget year. If subsequent developments necessitate a change to this activity level, the Dean will advise the department accordingly. The initial proposed allocation of each University-College professor's/instructor's workload shall first be determined by the Chair of each department (or dean if no chair) in consultation with the members of that department. The proposed workload allocations shall be reviewed by the appropriate Dean in order to ensure a fair distribution within the department. Differences in contact hours, course preparations, student numbers, travel times, and other parameters which are seen to be relevant shall be considered. The workloads determined shall be consistent with the guidelines and limits in all relevant sections of the Collective Agreement.

##### 10.4.1.1 Timetabling

The following limits shall be placed on the times that a University-College professor/instructor would be expected to teach:

10.4.1.1.1 No University-College professor/instructor shall be required to teach more than three consecutive one hour classes, labs or seminars, or more than 2 consecutive classes, labs or seminars of duration more than one hour each. No University-College professor/instructor shall be required to conduct more than four consecutive hours of class, lab or seminar.

10.4.1.1.2 Where a University-College professor/instructor has child care commitments, and where the University-College professor/instructor makes a written request, the University-College shall make every effort to ensure that University-College professor/instructor has no classes

scheduled before 9:00 am.

- 10.4.1.1.3 University-College Professors/Instructors shall be entitled to a minimum of one continuous hour of unscheduled time in the period between 11:30 and 14:30.
- 10.4.1.1.4 University-College Professors/Instructors shall be entitled to a minimum of twelve continuous hours of unscheduled time between workdays.
- 10.4.1.1.5 Where a University-College professor/instructor is required to teach at more than one campus, there shall be reasonable provision for travel time in the University-College professor's/instructor's teaching schedule.
- 10.4.1.1.6 The University-College shall make every effort to ensure that no University-College professor/instructor shall be required to conduct a class, a lab or a seminar that ends more than 9 hours after the start of their first class, lab or seminar of that day.
- 10.4.1.1.7 Where a full-time University-College professor/instructor is assigned upper level courses and engages in scholarly activity, and where the University-College professor/instructor makes a written request, the University-College professor/instructor shall have no classes, labs or seminars scheduled on at least one of Monday to Friday.
- 10.4.1.1.8 All University-College professors/instructors shall be entitled to two consecutive days off per week, and where a University-College professor/instructor teaches any part of a course (lab, lecture or seminar) outside of the hours of 8:00 to 17:30 Monday through Friday, the University-College shall make every effort to provide that University-College professor/instructor with a third day off during the week.
- 10.4.1.1.9 Where a faculty member is assigned as part of her/his teaching duties to be on call outside of their regular scheduled teaching assignment, the University-College shall make every effort to provide that faculty member with an additional day off for each two weeks of on call duty providing there is no additional expense.
- 10.4.2 An MFA faculty Workload Committee, consisting of two faculty members elected by the MFA faculty in the program group, shall review the workload allocations not later than two weeks following the commencement of each semester.

The Committee shall present to the Dean, in writing, any concerns about faculty workload. A final report, inclusive of any changes made by the Dean, shall be forwarded immediately by the Chair of the MFA faculty Workload Committee to the Dean and the Chief Personnel Steward of the Association no later than four weeks following the first day of classes.

- 10.4.3 Workload allocations determined in accordance with the above Articles 10.4.1 and 10.4.2 may be appealed to the appropriate senior administrator.
- 10.4.5 Other Outside Teaching and Non-Teaching Services Initiated by the University-College
  - 10.4.5.1 Faculty may be given assignments with agencies outside the University-College (based on the Standard of Reasonableness.) However, such work may not be assigned to a level which exceeds a full workload, except with the agreement of the faculty member. Faculty may refuse such overload assignments without prejudice to their employment and working conditions at the University-College.
  - 10.4.5.2 Should faculty accept such overload, they shall be paid a mutually agreed upon contract fee. Details of financial arrangements shall be made known to the Committee of Personnel Stewards of the Association.

## 10.5 MULTI-CAMPUS TRAVEL

University-College professors/instructors may be required to teach a course or courses in one or more of the communities in the University-College region. University-College professors/instructors required to teach at least one day per week at Powell River and whose home campus is Nanaimo, Cowichan or Parksville shall receive a stipend of \$1,500 for each semester in which they teach at Powell River. Effective August 1, 1989, a University-College professor/ instructor whose home campus is Nanaimo, and is assigned to teach two consecutive semesters and commutes not less than two days per week to the Cowichan Campus, shall receive a stipend of \$500 on the commencement of the second semester.

## 10.7 FACULTY EMPLOYED IN CO-OPERATIVE EDUCATION

- 10.7.1 The University-College recognizes that the nature of instruction in Co-operative Education programs differs from the normal delivery of programs.
- 10.7.2 Departments and programs which contain co-operative education components shall collaborate with the University-College's co-operative education office to ensure uniformity of standards. The University-College shall ensure that a high level of consultation and cooperation be maintained during development and implementation of these programs between the departments and the Co-op Education office.
- 10.7.3 While faculty members in Co-operative Education programs may be required to teach or supervise co-op positions three semesters a year, under no circumstances shall a University-College professor/instructor be required to accept an instructional assignment (workload) which otherwise differs from the provisions stipulated elsewhere in this Collective Agreement.
- 10.7.4 Faculty members shall not be required to teach or supervise co-op positions in more than six semesters in any three-year period commencing on September 1 of the first year of this period.
- 10.7.5 No faculty member shall be denied a two-month summer vacation period, if requested, after being obligated to work a previous summer.
- 10.7.6 For faculty members who are required to teach or supervise co-op positions in three consecutive semesters, vacation and professional development time shall accrue. This vacation and professional time shall be granted within the twelve-month period following the conclusion of the third semester.
- 10.7.7.1 A faculty member who is supporting and supervising students in co-op positions shall receive one-half (1/2) section workload credit for supervision, monitoring and evaluating between one (1) and four (4) students, and one (1) section for between five (5) and ten (10) students. (One section workload credit is equivalent to one-eighth of an annual regular instructional faculty workload.) This credit includes the time required for travel to and from the placement sites. The normal duty per

- student is two visits per evaluation and reporting.
- 10.7.7.2 If a faculty member carries out these duties for between eleven (11) and nineteen (19) students, the workload credit shall be calculated on the basis of 0.1 credit per student (e.g., fourteen (14) students are equivalent to 1.4 sections of workload credit). For twenty (20) students, a University-College professor/instructor shall receive two (2) sections workload credit.
- 10.7.7.3 For selection and preparation of work terms, the workload associated in placing up to twenty-seven (27) students in a suitable learning environment is equivalent to one (1) three-hour semester course.
- 10.7.8 Co-op placement monitoring consists of developing, maintaining, and nurturing work-term placements for students, and assisting students in obtaining these placements (writing resumes, job interview skills, setting up interview schedules, etc.)
- 10.7.9 The University-College recognizes that co-op placement monitoring is carried out by employees who are members of the same bargaining unit that represents faculty teaching in the program for which placements are being sought, unless in unusual circumstances another employee is assigned to monitor a co-op placement in which event the Association shall be notified.

## 10.10 FACULTY ADVISORS

Nothing in this Article 10.10 shall preclude the University-College from employing individuals as faculty advisors from outside the Association's bargaining unit. Such individuals shall not be covered by this Agreement; this Agreement shall cover only those faculty advisors who were covered by this Agreement immediately prior to the faculty members' assignments.

- 10.10.1 Faculty Advisors are those faculty members who are assigned to the Advising Centre as part of their normal duties.
- 10.10.2 A faculty member's assignment to the Advising Centre as a Faculty Advisor is normally for a one- or two-year term. He/she may be reassigned to that position for further one- or two-year terms.
- 10.10.3 A Faculty Advisor's assignment to the Advising Centre is in direct proportion to the reduction of his/her other assigned duties, and the

conditions of this assignment shall be covered in the Articles pertaining to counsellors (non-instructional faculty members) in this Agreement.

- 10.10.4 Faculty Advisors may apply for professional development as described in Article 12.3.2.
- 10.10.5 Faculty Advisors' seniority shall continue to accumulate in their instructional units.

## 10.11 WORKLOAD RELEASE

### 10.11.1 Upper Level Release

For the purposes of scholarly activity, the University-College agrees that full-time University-College professors/instructors who teach upper-level courses shall receive release time on the following basis:

- a) for University-College professors/instructors teaching eight (8) sections, one (1) section release time for one or more upper-level sections taught per year;
  - b) effective May 1, 1993 University-College professors/instructors with a minimum of five (5) four-hour courses and who teach one (1) upper-division course or more the maximum number of sections for a full workload will be six (6).
- 10.11.1.1 a) A full-time regular faculty member who teaches third or fourth year courses may choose to group his/her scholarly activity release into a single semester providing the grouping results in a single semester of full release from teaching commitments. The faculty member may choose to take the release time in this way provided that:
    - i) the Dean agrees that the faculty member may group his/her scholarly activity release into a single semester, and
    - ii) the workloads can be arranged to meet program needs.
  - b) A full-time regular faculty member who chooses to group his or her scholarly activity release agrees that they will continue grouping their release time and will take the scholarly release semester, and further that they may not opt out of the release time

grouping provision except when they neither owe, nor are owed release time. A faculty member may bank a maximum of one semester release.

- c) A full-time regular faculty member who is permitted to group their scholarly activity release may take the scholarly activity semester after they have received the agreement of the Dean to group their scholarly activity release provided that:
  - i) the faculty member has provided the Dean with notice by February of the preceding academic year that the faculty member intends to take the grouped release, and
  - ii) the Dean agrees with the faculty member taking the specific semester proposed by the faculty member, and
  - iii) the program needs of the department can be met, and
  - iv) the faculty member is not scheduled to take, or applying for a P.D. leave that would occur within five months of the semester that the faculty member is proposing to take the grouped scholarly activity release.
- d) Where a full-time regular faculty member takes a scholarly release semester before he/she has completed a teaching load that includes enough overload under the provisions of the limitations on faculty workload to earn the scholarly activity semester, and where the faculty member resigns or retires from his/her position, the faculty member shall repay the University-College the portion of his/her salary that he/she received for upper division release that he/she was not entitled to.
- e) Where the University-College cancels third and fourth year offerings in a department, the faculty member grouping his/her scholarly release will be entitled to take the accumulated scholarly release at any point within the following five years, subject to program needs and Dean's approval.
- f) Where a full-time regular faculty member has chosen to group his or her scholarly activity release time, and where the faculty member is laid off, the University-College shall pay the faculty member for all unused scholarly activity release at the pay rate that they were at when the scholarly release time would have been



taken had the faculty member not been grouping their scholarly activity. If the faculty member has taken a scholarly activity semester and has not accumulated enough scholarly activity release time to earn the scholarly activity semester, the University-College will recover the portion of that faculty member's salary that the faculty member was not entitled to.

10.11.2 Chair Release

10.11.2.1 Chairs shall be selected by a process established by the appropriate Dean of Instruction in consultation with all faculty members in the program group. Chairs shall be granted release time as per the terms of the Agreement.

10.11.2.2 Effective August 1, 1993 release sections for coordination of Departments will be granted on the following basis (based on departmental FTE count as of February 15th prior to the academic year in question):

Instructional Departments with 2 to 9 FTE faculty:	1 section
Instructional Departments with 10 to 19 FTE faculty:	2 sections
Instructional Departments with 20+ FTE faculty:	3 sections

The following conditions will apply to the above:

- a) Departments offering a two-year Career/Technical Program will have a minimum of two sections release.
- b) This formula will not apply to Education, or Human Service Programs. These areas are guaranteed the following minimum number of release sections:

Education	5 sections
Physical Education	2 sections
Human Services	6 sections

It is understood that Education and Human Services are new and developing areas. The parties agree to review the changing needs for

Chair release time with the intent of applying the formula to these areas in the future.

10.11.2.3 List of Departments

The following is the list of departments that the University-College and the Association acknowledge. Additions or deletions to this list can only be made with the agreement of the Vice President Instruction and the Chief Personnel Steward of the Association.

Arts and

First Nations Studies

Art  
 Arts One-First Nations  
 Creative Writing  
 English  
 History  
 Language  
 Media Studies  
 Music  
 Theatre  
 Women's Studies

Social Sciences

Anthropology  
 Criminology  
 Economics  
 Geography  
 Political Science  
 Psychology  
 Sociology

Science & Technology

Fisheries & Aquaculture  
 Biology  
 Chemistry  
 Computing Science  
 Forestry  
 Geology  
 Math  
 Physics  
 RMOT

Liberal Studies

- 3rd Year Teaching Team  
 - 4th Year Teaching Team  
 Classics, Philosophy and  
 Religious Studies

Education

Human Services

Child and Youth Care  
 Community Support Worker  
 Early Childhood Education  
 and Care  
 Social Service Worker

Baccalaureate Nursing

Management

Accounting  
 Marketing  
 Quantitative Methods  
 Recreation Administration  
 Tourism

Area Name - TBA

Physical Education

Hospitality

10.11.3 Education Council

In the event the Chair of the Education Council is a member of the Faculty Association, Malaspina University-College shall allocate to the Chair at least one section of release time, or equivalent, for each of the Fall and Spring semesters.

- 10.11.4 Deans may grant additional release time to faculty, for purposes designated by the Dean. This could include course or program development, special or administrative tasks or other activities.

## 11. SALARIES AND ALLOWANCES

### 11.1 SALARIES

- 11.1.1 A faculty member shall be paid a salary determined in accordance with the biweekly rates in Appendix A.

Payment of wages will be processed on a biweekly basis and will be deposited directly to the credit of the faculty member's account at a Canadian financial institution of the faculty member's choice.

11.1.2 Salary Schedule for Regular Part-Time Faculty

Regular part-time faculty shall be positioned on the salary scale in the same manner as a regular faculty member. His/Her salary shall be the biweekly rate times the percentage of a full-time workload consistent with his/her original appointment paid evenly on a biweekly basis.

11.1.4 Salary Schedule for Temporary Faculty Members

- 11.1.4.1 A temporary non-instructional faculty member shall be positioned on the salary scale in the same manner as a regular faculty member. His/Her contract salary shall be the biweekly rate times the percentage of a full-time workload for the position times the number of biweekly pays falling within the contract period. Temporary non-instructional appointments include a vacation entitlement as outlined in Article 12.2.7.

- 11.1.4.2 A temporary instructional faculty member shall be paid the flat rate of \$5,000 per assigned course consisting of three lecture or equivalent hours per week over the normal fall or spring semester. The rate for any courses requiring fewer or more hours per week shall be based upon a rate of one-third of the above amount for each hour of teaching per week, for one semester. The flat rate shall be increased to \$5,100 effective April 1, 2002 and to \$5,200 effective April 1, 2003.

The temporary instructional rate shall be paid in biweekly installments over the period of the actual teaching assignment. Assignments taught during the normal fall and/or spring semesters will be paid over a period of 16 weeks. This duration will be extended or shortened to reflect the period of the actual teaching assignment for courses taught outside of the normal fall and/or spring semesters.

- 11.1.4.3 Temporary faculty not already in receipt of health and insurance benefits under Article 13 shall be entitled to payment of eight percent (8%) biweekly in lieu of health and insurance benefits. If the employee is participating in an employer paid LTD plan, the payment in lieu of benefits shall be reduced to six percent (6%).

- 11.1.4.4 Notwithstanding the above, any temporary faculty member who had pro-rata status as at April 30, 2001 will be grand-parented at the pro rata status and pro rata rate (inclusive of benefit entitlement). The grand-parented employee will lose his/her pro-rata status and pro-rata rate if there is a break in employment of ten months or more following October 31, 2001 or if the faculty member is offered a regular appointment.

Grand-parented pro-rata temporary faculty will be governed by the applicable provisions contained in the Collective Agreement in effective April 1, 1998 to March 31, 2001.

There shall be no discrimination against a grand-parented pro-rata faculty member with respect to work opportunities due to the implementation of the new flat rate.

## 11.2 ALLOWANCES

### 11.2.1 Allowance for Administrative Duties

Any and all allowances or stipends for administrative duties shall be reported to the Committee of Personnel Stewards of the Association by the Administration each semester by September 30 or February 28 as appropriate.

### 11.2.2 Travel Allowances

The University-College shall pay the expenses, as per section 42.08 of the Malaspina University-College Policy Book, of a regular faculty member when on University-College business as approved by the Dean of Instruction. In instances where no other means of transportation can be made available by the University-College, and a faculty member is required to drive his/her personal vehicle for Malaspina University-College business more than six days in one calendar month in his/her I.C.B.C. year, then the University-College shall pay the extra costs of necessary insurance. Prior approval of the senior administrator is required. A copy of insurance documentation reflecting additional 007 coverage premium costs must be attached to the claim for reimbursement.

## 11.4 INITIAL PLACEMENT ON SALARY SCALE

### 11.4.1 Procedure for Salary Placement of Faculty (Excluding Technicians)

11.4.1.1 Initial salary placement shall take place upon appointment. Upon reappointment of a temporary faculty member, salary placement shall not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.

11.4.1.2 A candidate who may be appointed to a position shall be asked to complete an "MFA Salary Placement Experience Credit Data Summary" form, as contained in Appendix B.

11.4.1.3 "Initial Salary Placement Forms" are used to place all candidates for regular and temporary positions, except those to be paid the rates given in Article 11.1.4.2. Samples are provided in Appendix C and Appendix

D. A completed form used to evaluate each new faculty appointment must be signed by the Director of Human Resources or designate, and be given to the candidate with the letter of appointment. The candidate shall not be required to accept or reject an appointment until at least 24 hours have elapsed after he/she has received this form.

11.4.1.4 A master file of all completed MFA Salary Placement Experience Credit Data Summary forms and Initial Salary Placement Forms shall be kept in the Human Resources Office. Copies of the MFA Salary Placement Experience Credit Data Summary form and the Initial Salary Placement form for each successful candidate shall be sent to the Chief Personnel Steward of the Association.

11.4.1.5 The minimum initial placement for a faculty member on the salary schedule for University-College professors or for non-instructional faculty excluding technicians (Appendix A), shall be as follows:

Qualifications	Placement	
	Prior to April 1, 2002	Effective April 1, 2002
Diploma representing two full years of formal study or more, or equivalent	Category II, Step 13	Category II, Step 10
Bachelor's Degree, or equivalent	Category II, Step 13	Category II, Step 10
Master's Degree, or equivalent	Category II, Step 12	Category II, Step 9
Double Master's Degree, or at least one full year of study beyond a Master's Degree	Category II, Step 11	Category II, Step 8
Doctorate	Category II, Step 10	Category II, Step 7

11.4.1.5.1 Only credentials from accredited institutions shall be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.

11.4.1.6 Equivalency

In initial placements an equivalency may be established in lieu of a formal diploma or degree, (Article 11.4.1.5). In such case, credit may be granted toward an equivalency on the basis of two or more years experience equals one year of a diploma or degree. The actual value

of the experience shall depend on the nature and relevance of the experience. Where experience is used to establish equivalency, it cannot be used for salary increments.

11.4.1.7 Experience Credit

a) University-College professors (excluding Education Programs):

i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

- 1) teaching in field of instructional assignment, at college, university or senior secondary school level (grade 11 or higher)
- 2) senior administrative experience in the field of the instructional assignment
- 3) research at the post-Doctoral level
- 4) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
- 5) teaching not in field of instruction, at college, university or senior secondary school level (grade 11 or higher)
- 6) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.

ii) Other relevant employment in the following areas which are relevant to appointment:

- 1) teaching at elementary or junior secondary school level (kindergarten to Grade 10)
- 2) senior administrative experience
- 3) research at the post-Master's level



- 4) other employment after date of first Diploma, Degree or Teaching Certificate.
- b) University-College professors in Education Programs:
- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:
    - 1) teaching in field of instructional assignment, at college or university level
    - 2) teaching in public school system after certification
    - 3) teaching in certified private school system, or equivalent, after certification
    - 4) senior administrative experience in the field of the instructional assignment or in the public education sector
    - 5) research at the post-Doctoral level
    - 6) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
    - 7) teaching not in field of instructional assignment, at college or university level
    - 8) other employment in field of instructional assignment after date of first Diploma, Degree or Teaching Certificate.
  - ii) Other relevant employment in the following areas which are relevant to appointment:
    - 1) senior administrative experience
    - 2) research at the post-Master's level

- 3) other employment after date of first Diploma, Degree or Teaching Certificate.

c) Counsellors:

- i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

Note: Directly related experience for those employees who's primary assignment is Counselling shall be limited to Counselling experience. Directly related experience for those employees who's primary assignment is Advising (Educational Counsellors) shall be limited to Advising experience.)

- 1) counselling or advising at colleges, universities and senior secondary level of public and certified private schools or equivalent, social service agencies, and medical facilities
- 2) for Counsellors, teaching in field of assignment, such as in counselling programs, psychology and social work at colleges, universities, public and certified private schools or equivalent
- 2.1) for Advisors, (Educational Counsellors) teaching at Colleges, universities, or senior secondary school level
- 3) senior administrative experience in the field of the assignment
- 4) research at the post-Doctoral level
- 5) teaching assistantships or other similar teaching assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
- 6) other employment in field of primary assignment after date of first Diploma, Degree or Teaching Certificate.



ii) Other relevant employment in the following areas which are relevant to appointment:

- 1) counselling or advising at levels below senior secondary level of public and certified private schools or equivalent.
- 2) teaching not in field of assignment at colleges, universities, public and certified private or equivalent schools
- 3) senior administrative experience
- 4) research at the post-Master's level
- 5) other employment after date of first Diploma, Degree or Teaching Certificate.

d) Librarians:

i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

- 1) as a professional librarian, following the M.L.S. degree or equivalent
- 2) teaching in field of assignment
- 3) senior administrative experience in the field of the assignment
- 4) research at the post-Doctoral level
- 5) teaching assistantships or other similar work assignments done while working on a Master's or Doctorate only for the periods in which they constitute full-time workloads
- 6) other employment in field of primary assignment at post-Bachelor's level

ii) Other relevant employment in the following areas which are relevant to appointment:

- 1) employment after a two-year diploma level as a library technician or senior supervisory library assistant
- 2) senior administrative experience
- 3) research at the post-Master's level
- 4) other employment at post-Bachelor's level

e) Technicians:

i) Employment directly related to primary assignment shall mean employment in the following areas which are directly related to primary assignment:

- 1) teaching, research, and work in field of assignment at post-diploma or equivalent level

ii) Other relevant employment in the following areas which are relevant to appointment:

- 1) teaching, research, and work

11.4.1.7.1 Part-time teaching experience shall be pro-rated based on a two-semester teaching year. Other part-time work experience shall be pro-rated based on a 35-hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.

11.4.1.7.2 Teaching of non-credit courses shall be excluded.

11.4.1.7.3 The decimal fraction of a year's experience leading to initial salary placement shall not be carried forward as a credit towards an increment on the salary schedule.

11.4.2 Procedure for Salary Placement of Technicians

11.4.2.1 The minimum initial placement for a technician on the salary schedule given in Appendix A shall be as follows:

<u>Qualifications</u>	<u>Placement</u>
Diploma in Technology or equivalent	Category I, Step <u>4</u>
Diploma in Technology plus one year of related study	Category I, Step <u>3</u>
Bachelor's Degree or equivalent	Category I, Step <u>2</u>
Bachelor's Degree plus one year of related study	Category I, Step <u>1</u>
Bachelor's Degree plus two years of related study	<u>Category II, Step 13</u> <u>[Category II, Step 10 effective April 1, 2002]</u>

11.4.2.2 A technician who, as part of his/her workload, has responsibilities for instructing and evaluating students in a laboratory or other teaching situation shall be placed as both a University-College professor and a Technician (Articles 11.4.1 and 11.4.2) and shall be paid for the proportion of time devoted to each of the two activities as determined by the Program Group Workload Committee. Other conditions of employment shall be determined by this same ratio. The duration of the teaching assignment shall be set at the time that the technician accepts the assignment.

11.4.3 Salary Placement Appeals

11.4.3.1 Appeals on initial salary placement may be made on questions regarding the interpretation and application of the salary placement criteria.

11.4.3.2 Appeals on salary placement shall be made to a Salary Placement Appeals Committee which shall consist of the following: the Vice President Instruction, the appropriate Dean of Instruction, and four (4) faculty members elected annually in May by the Association. The Chief Personnel Steward of the Association, or designate, shall be the advocate for the faculty member involved.



11.4.3.3 The Salary Placement Appeals Committee shall elect a Chair in May. The Chair shall be responsible for calling meetings of the Committee as necessary.

11.4.3.4 A new faculty member must initiate any appeal regarding his/her placement on the salary schedule within ninety (90) days of commencing duty at the University-College, or within sixty (60) days of receiving the placement form, whichever is the later.

11.4.3.5 The decision of the Salary Placement Appeals Committee is final.

11.4.4 Change of Assignment

A regular faculty member who has been placed on the salary schedule shall not receive a new placement if he/she is reassigned to another position within the same salary scale, at any time after he/she has been appointed to more than a one-year term.

11.5 ADDITIONAL FORMAL QUALIFICATIONS

11.5.1 Faculty members who complete additional formal qualifications shall be awarded additional increments corresponding to the differences indicated in the criteria for initial placement (Articles 11.4.1.5 and 11.4.2.1). Where experience increments have been given for work toward the additional formal qualifications (not teaching) an additional educational increment shall not be given within the same year for the completion of the said qualifications.

11.5.2 Placement on a new step within a category, resulting from a faculty member's completion of additional formal qualifications, shall be effective from the first day of the pay period following receipt of formal notification by the appropriate Senior Administrator and the Director of Human Resources with notification of change to the appropriate Vice President.

11.8 INCREMENTAL ADVANCEMENT ON SALARY SCALE

11.8.1 Since experience usually results in improved teaching ability and/or increased knowledge in an area of expertise, a faculty member can normally expect an annual increment on the basis of this experience. Each part-time faculty member shall accumulate experience credits in



the same proportion as his/her salary compared to the salary he/she would receive as a full-time faculty member. If the increment is not granted, the Dean of Instruction must state the reasons in writing to the faculty member by February 15 of the year preceding the contract year when the increment is to be withheld. The Committee of Personnel Stewards of the Association may make representation to the Vice President Instruction should the faculty member so request. Increments will be effective on the first day of the pay period following that date in which the faculty member accrued 1.000 credits towards an incremental salary increase. Normally, only one work experience increment or additional educational increment shall be awarded in a twelve-month period subject to Articles 11.5.1 and 11.5.2.

- 11.8.2 Full-time faculty members who have appointments in more than one category of the salary scale (that is, those who have split appointments) shall have the salary in each category fully incremented annually.
- 11.8.3 Technicians placed at Category I, Step 1 who are eligible for an incremental increase under Article 11.8.1 will be moved to Step 13 of the Category II Salary Schedule (the Common Grid). [Effective April 1, 2002, movement will be from Category I, Step 1 to Step 10 of the Category II Salary Schedule.]

For technicians, incremental advancement on the Category II Salary Schedule (the Common Grid) will be to a maximum of Step 10. [Effective April 1, 2002, incremental advancement on the Category II Salary Schedule will be to a maximum of Step 7.]

## **12. LEAVE, PAID AND UNPAID, PROFESSIONAL DEVELOPMENT AND SCHOLARLY ACTIVITY**

### **12.2 VACATIONS**

- 12.2.1 Between June 15 and August 15, University-College professors are entitled to two months absence from the University-College for vacation. Vacation days may be exchanged and taken at other periods of the contract year, and a maximum of 15 vacation days may be carried over to the following contract year with the advance approval of the appropriate Dean of Instruction.
- 12.2.2 A University-College professor may request vacation at times other than the June 15 to August 15 period. Such a request is approved unless the requested period falls within the specified teaching period, including each full regular semester (including examination period) and each designated teaching period for special session or summer session in which the University-College professor has assigned teaching duties.
- 12.2.3 If the University-College requires an University-College professor to report for duty or otherwise be in attendance during his/her vacation time, then the University-College professor is given equivalent time off. Both the request and arrangements for equivalent time off are made in writing.
- 12.2.4 Non-instructional faculty members are entitled to an annual one month vacation. The scheduling of this vacation shall be arranged by the faculty member in consultation with the Dean of Instruction or Director Library (when relevant) and approved by the appropriate Dean of Instruction. However, counsellors and librarians are entitled to two months leave of absence from the University-College for vacation. Full-time technicians who have provided 5 years continuous service in that capacity to the University-College shall be entitled to one week additional vacation time.
- 12.2.6 The vacation period for Faculty Advisors is from June 1st to July 31st. This shall begin in the year in which the Faculty Advisor's assignment begins. In the year in which the Faculty Advisor's assignment to the Advising Centre ends, he/she has the option of continuing with the June 1st to July 31st vacation period, or returning to the June 15th to August 15th vacation period for University-College professors, or any

two-month period agreed to mutually by the Faculty Advisor, the Dean of Student Services and the Dean of the Programs Group or area in which the Faculty Advisor's assignment is being reinstated.

- 12.2.7 Temporary appointments for counsellors and librarians shall include a vacation entitlement of 8% in the first year of employment, 12% in the second year of employment, and 16% in the third year of employment.

Temporary appointments for technicians shall include a vacation entitlement of 8%.

Vacation entitlement shall be:

- a) paid out on a biweekly basis for contracts of duration less than five months.
- b) for contracts of at least five months, the vacation entitlement shall be given as time off, and any unused vacation entitlement will be paid out at the end of the contract.

Non-instructional temporary faculty, in at least their third year of employment, shall be entitled to professional development time as outlined in Article 12.3.2 on a pro-rated basis.

## 12.3 PROFESSIONAL DEVELOPMENT

- 12.3.1 In order to maintain excellence of instruction and educational service at Malaspina University-College, it is recognized that there is a need for faculty to have the opportunity to participate in and pursue activities related to professional development. Towards this end the University-College shall:

- a) provide each regular faculty member, upon application, a minimum of \$650 for professional development activities approved by the appropriate Dean of Instruction. Effective April 1, 2002, this amount will be increased to \$750.

Only those activities undertaken primarily for the benefit of Malaspina University-College can be considered for non-taxable reimbursement.

The following expenses may be eligible for reimbursement:

- i) Membership fees in professional organizations and learned societies;
- ii) Books, periodicals, journals and other materials directly associated with the faculty member's duties and responsibilities;
- iii) Registration fees or other fees for courses, workshops and similar activities;
- iv) Travel expenses related to attending meetings, conferences, courses and other approved activities. (These reimbursements will be made in accordance with the travel policies of Malaspina University-College);
- v) Other activities deemed of significant benefit to Malaspina University-College.

As non-taxable reimbursements, goods purchased through Professional Development funds remain the property of Malaspina University-College.

Unexpended balances at the end of the fiscal year (March 31) can be claimed on an expense claim form authorized by the Dean, Director or Regional Campus Principal. Payment to the faculty member of that amount will be added to his/her taxable income for the calendar year in which the payment is received.

In addition to this the University-College shall cover expenses for one faculty member, in each discipline where Provincially-approved articulation meetings are held, to attend one such meeting per year.

- b) provide the Association Professional Development Committee a minimum of \$4,500 for the sponsorship of activities which in the opinion of the committee shall be of professional interest to the general faculty.
- c) provide funds to support the equivalent of six full-time professional development leaves of absence (assisted leaves) at a minimum of 70% of regular salary.

12.3.1.1 A temporary faculty member who has been employed for at least two consecutive academic years or four consecutive academic semesters (not including summer session) and is reappointed to a temporary appointment of 0.5 or greater in the next following semester shall be eligible for professional development funds on a pro rata basis. (Example: a temporary faculty member with the necessary prior consecutive appointments who is reappointed to a temporary appointment of 0.6 shall be eligible for \$390 which is 60 percent of \$650 [\$750 effective April 1, 2002].)

12.3.2 Regular non-instructional faculty members shall receive two (2) weeks to engage in professional development activities per year (following the submission of the leave request form if the employee is planning to be off-campus and not on call), provided that this time can be arranged so that replacement is deemed unnecessary, but the appropriate Dean, Director or Regional Campus Principal. Faculty who do not have twelve month appointments shall have this time prorated commensurate with the length of their appointment.

When additional professional development time is needed non-instructional faculty may, upon written application to the appropriate Dean, Director or Regional Campus Principal, receive special permission to be absent from the University-College.

12.3.3 Waiver of Tuition Fees for University-College Employees

a) Credit Courses

Employees who have a regular appointment may register in University-College courses, at no cost, provided that no fee-paying student is displaced. Such registration will be subject to admission requirements and enrolment procedures which will be set from time to time by the Registrar.

b) Community Education Courses

Eligible\* employees will be allowed to enroll in one non-credit or part-time vocational course per term, at no cost, subject to procedures which will be set from time to time by the Applied Programs or Learning Connections department at each campus.

\*Eligible employee means a faculty member who is employed for a

minimum of three months and only during the period of employment.

#### 12.4 ASSISTED LEAVE (PROFESSIONAL DEVELOPMENT LEAVE OF ABSENCE)

It is recognized that many opportunities for professional development require a longer period of time than is available between the spring and fall instructional periods. In order to encourage faculty to take advantage of these opportunities, a program of professional development leave of absence has been developed.

- 12.4.1 Faculty members may apply for either a full or partial release leave of absence. A partial release leave is designed to free a full-time faculty member from between one-quarter and three-quarters of his/her workload at the University-College. The salary received by a faculty member on partial release leave shall be calculated on a percentage basis: e.g. In a one-quarter release leave the faculty member would receive 75% of his/her normal salary, for a three-quarter release leave the faculty member would receive 25% of his/her normal salary.

A one-half year P.D. leave of absence shall normally be for the period January 1 to June 30 or the period July 1 to December 31. A full-year P.D. leave shall be for the twelve-month period following commencement of the leave.

- 12.4.2 Since P.D. leaves are recognized in Articles 12.4 and 12.4.9 as contributing to the instructional quality and educational services offered by Malaspina University-College, a faculty member on P.D. leave is considered to be continuing to perform his/her duties of employment.

Except for the professional development allowance under Article 12.3.1, a faculty member on P.D. leave is expected to pay, from his/her salary, all travel, meal and accommodation costs incurred while fulfilling his/her duties of employment under the terms of his/her leave proposal and while away from the employer's normal place of business and the faculty member's principal residence. In addition, supplies consumed directly in the performance of the P.D. leave responsibilities must be paid for by the faculty member on leave.

- 12.4.3 The University-College shall, during the period of a P.D. leave of

absence, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.

- 12.4.4 It is recognized that faculty members should not realize direct financial gain from the assisted leave program. Consequently, the University-College is entitled to recover from a recipient of an assisted leave the amount by which his/her earnings from employment or contracts while on assisted leave exceed his/her normal annual income and benefits.
- 12.4.5 The faculty member shall be required to return to the service of the University-College upon completion of his/her P.D. leave of absence for a period equal to the length of the leave. In the event of failing to do so, the faculty member shall refund the amount of any money paid to him/her or on his/her behalf by the University-College during the P.D. leave of absence.
- 12.4.6 Upon completion of P.D. leave of absence, the faculty member is assured of resuming duties at a salary level equal to that which he/she would have received, had he/she remained in his/her usual position at the University-College.
- 12.4.7 If a faculty member on assisted professional development leave, by mutual agreement with a Dean, Director, or Regional Campus Principal, returns to work prior to the commencement of the leave or during the period of the leave, a new assisted professional development leave equivalent to the length of time remaining in the leave shall be created. The new leave, or any portion thereof, shall be carried over in to the following fiscal year if unused in the year in which it is created.
- 12.4.8 In the first semester after returning from a Professional Development Leave of Absence, the faculty member shall submit a report, to the President, summarizing the professional development that has been accomplished on the leave. Failure to fill this requirement shall render the faculty member ineligible for future assisted leaves.
- 12.4.9 In order to be eligible for a P.D. leave of absence, a faculty member must:
- a) have a regular appointment and at least three FTE years of MFA seniority preceding the commencement date of the leave.

- b) notify the Director of Human Resources on or before 1:00 p.m. of the last business day of May in the year prior to that in which the proposed leave is to commence that he or she plans to apply for a P.D. leave of absence. The Director of Human Resources shall forward the list of names and the categories of each person proposing to apply for a leave to the President of the MFA and the Chair of the Leave Committee. Applicants should also provide copies of their letter of intent to their Dean, in the case of instructional faculty or to the Dean, Director or Regional Campus Principal (which ever is appropriate) in the case of non-instructional faculty.
- c) submit a complete application to the Chair of the Leave Committee after August 15 and before September 15 of the academic year prior to that in which the proposed leave shall commence. This application shall include a description of the program proposed for the leave, and any supporting statements that the faculty member may consider important to his/her application.
- d) propose in his/her application a program which shall be of professional benefit to himself and which shall increase his/her potential contribution to the University-College. Such programs may include:
  - i) Further academic studies relevant to the professional growth of the faculty member in his/her particular area of scholarship and/or to the Malaspina University-College curriculum.
  - ii) Experience in business, industry, research, community service, or in government or educational institutions which is directly relevant to the role of the faculty member within the University-College.
  - iii) Studies of educational systems and methods in other institutions.
  - iv) Other activities which can be seen to ultimately benefit the faculty member professionally, such as private study or research, textbook compilation, travel, or scholarly or creative writing.



- v) Any change in the originally approved plan requires a new submission to the Leave Committee outlining the rationale for the change. The new plan is subject to re-evaluation under Article 12.4.9.

#### 12.4.10 University-College Leave Committee

A University-College Leave Committee shall be formed for the purpose of recommending applicants for Professional Development Leaves to the University-College Board, and to carry out its duties under Article 12.15 (Unassisted Leave of Absence). Its constitution and responsibilities shall be as follows:

##### 12.4.10.1 Constitution

The committee shall consist of eight members, including

- a) the Vice President Instruction, who shall be an ex officio, non-voting member;
- b) a Dean of Instruction; and
- c) six faculty representatives - including one elected by the non-instructional faculty.

The normal term of membership on the Committee for faculty representatives shall be two years. A faculty representative shall be a regular faculty member with at least two years service at the University-College; he/she shall not himself/herself apply for a P.D. leave during his/her term of membership on the Committee. A faculty representative shall be elected not later than August 31 of the year in which his/her term commences.

##### 12.4.10.2 Responsibilities

The Committee shall elect a Secretary/Chair from its members no later than September 1 of each year.

##### 12.4.10.2.1 For Professional Development Leave

- 12.4.10.2.1.2 The Committee shall consider all applications for P.D. leave and shall determine which applicants have satisfied the eligibility conditions of Article 12.4.9.

12.4.10.2.1.2 The Committee shall rank all eligible applicants on the basis of the perceived merit of their proposals. Where two proposals are deemed to be of equal merit, the ranking shall be by seniority according to the procedures outlined in Article 12.4.10.3.

12.4.10.2.1.3 The Committee shall forward its list of recommendations to the University-College President no later than October 15 along with a brief description of the Professional Development pursuit.

12.4.10.2.1.4 Within one (1) week of making its decision, the Committee shall inform each applicant, in writing, of whether it is recommending acceptance or rejection of the application, or whether it finds the applicant ineligible.

12.4.10.2.1.5 The Committee shall return all applications and confidential papers to the applicants not later than October 31.

12.4.10.2.2 For Unassisted Leave of Absence - Professional Development Status

The Committee shall carry out its responsibilities under Article 12.15 not later than October 15.

12.4.10.3 Procedures for Professional Development Leave (Assisted Leave)

Each year all eligible applicants for assisted leave shall be considered by the University-College Leave Committee in two groups.

12.4.10.3.1 Group I

A faculty member who applies for an assisted leave shall be considered to be in Group I if at the time of their application they have accumulated 3 FTE years of MFA seniority since their hiring or their last assisted leave, which ever is less, and

the following formula produces a value that is greater than or equal to zero:

$$\text{MFA Seniority} - (8 * \text{FTE Leaves So Far}) - (6 * \text{FTE Leave Applied For})$$

Where:

MFA Seniority is the number of FTE years of MFA seniority that the leave applicant has at the time the leave application is considered;

FTE Leaves So Far is the total number of FTE years of assisted leave

that the applicant has had so far; and  
FTE Leave Applied For is the number of FTE years of assisted leave  
that the University-College professor is applying for.

The Leave Committee shall give first consideration to applicants in  
Group I.

## Group II

Faculty members eligible for assisted leave who do not qualify for consideration in Group I will be considered in Group II provided they have completed the equivalent of not less than three years or more than seven years of full-time service within the Association; or either 1) a minimum of four years but less than the equivalent of seven years since completing a full-year assisted leave, or 2) a minimum of two years and less than an equivalent of three and one-half years since completing a one-half year assisted leave.

- 12.4.10.3.2 In determining rank in each group the primary consideration shall be the projected value of the leave proposal to the improvement of University-College service. In the event that two or more applications are considered to be of equal value, those applications shall be ranked in order of seniority of service within the Association or seniority of service since the applicant last received an assisted leave from the University-College, whichever is the lesser. In the event that two or more applications are considered to have equal seniority, their ranking shall be by a random chance selection procedure.
- 12.4.10.4 The University-College Board shall notify in writing, not later than October 31 all faculty recommended for P.D. leave as to the outcome of their applications. If the application has been refused, the reasons for refusal shall be stated.
- 12.4.10.5 The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.
- 12.4.10.6 If a faculty member on assisted leave wishes to extend his/her period of absence from duties beyond the scheduled date of return and defer compliance with Article 12.4.5 of the contract, a written request for unassisted leave under Article 12.15 must be made. Such a request must be given in writing and requires at least three (3) months notice.

## 12.5 SCHOLARLY ACTIVITY

- 12.5.1 The University-College recognizes that Scholarly Activity is important to academic excellence, and is an essential component of the faculty workload.
- 12.5.2 Effective August 1, 1993, the University-College will provide two (2)

- sections of release time in order to encourage scholarly activity.
- 12.5.3 Effective August 1, 1993, faculty members may apply for a maximum of one section release time per year to the Research and Scholarly Activity Committee. A proposal which outlines the member's plan for scholarly activity shall be submitted to the Research and Scholarly Activity Committee by November 15 for scholarly activity release time the following year. Scholarly activity shall be defined as study and research that is designed to further knowledge in the faculty member's field or fields of expertise, not solely for maintaining currency. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.
- 12.5.4 Research and Scholarly Activity Committee
- 12.5.4.1 The University-College and the Association agree to establish a joint committee which shall:
- a) stimulate scholarly research on behalf of faculty through grants from a Research Fund, to which the University-College shall contribute \$5,000 per year;
  - b) The University-College shall contribute \$2,000 per year for scholarly activity and/or conference travel for temporary faculty.
  - c) review scholarly activity reports from faculty who have been granted time for scholarly activity in accordance with Article 10.11.1 with the aim of protecting the integrity of that provision.
- 12.5.4.2 The Committee shall consist of the Vice President Instruction and the Chair of the Professional Development Committee of the Association as well as three other individuals, one who is appointed by the Vice President Instruction and two others appointed by the Association. The Chair of the Committee will forward a copy of the approved application(s) to the President of the Malaspina Faculty Association.

## 12.8 SICK LEAVE

- 12.8.1 A regular faculty member shall earn sick leave credits at the rate of 1-1/2 days per month of employment at Malaspina University-College.
- 12.8.2 A temporary faculty member shall earn sick leave credits at the rate of 1-1/2 days per month of employment at Malaspina University-College

times the percentage used to calculate his/her salary.

- 12.8.3 Each regular and temporary faculty member shall contribute one day of sick leave to form a sick leave bank; the University-College shall contribute an equal number of days.
- 12.8.4 Up to 50 days may be drawn from the sick leave bank by a regular faculty member after using all his/her individual sick leave credits. In no event shall sick leave credits be utilized beyond the eligibility for Long Term Disability benefits.
- 12.8.5 Up to 50 days times the percentage used to calculate his/her salary may be drawn from the sick leave bank by a temporary faculty member after using all his/her individual sick leave credits. In no event shall sick leave credits be utilized beyond the eligibility for Long Term Disability benefits.
- 12.8.6 The sick leave bank shall be replenished as needed in the same manner as that described in Article 12.8.3.
- 12.8.7 Withdrawal of 5 days or less from the sick leave bank by any faculty member shall be approved by the Director of Human Resources.
- 12.8.8 Application for withdrawal of more than five days from the sick leave bank by any faculty member shall be made in writing to the Director of Human Resources of the University-College and approved by a committee, consisting of the Director of Human Resources and two faculty members appointed by the Association.
- 12.8.9 Absence due to illness in the immediate family or, with the approval of the appropriate Senior Administrator, absence due to other circumstances that affect the satisfactory performance of the faculty member, may be charged against the individual's sick leave credits to a maximum of six days per year.

## 12.9 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family, an employee not on leave-of-absence without pay or layoff shall be entitled to special leave, at the regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working

days.

## 12.10 MATERNITY, PARENTAL AND ADOPTION LEAVE

### 12.10.1 Maternity Leave

Maternity Leave of Absence shall be granted. Whenever possible, a written request, specifying the desired period of leave, should be submitted at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. The duration and other terms shall be decided on an individual basis taking into account individual needs as far as possible, but shall be subject to the following general provisions:

- 12.10.1.1 If the leave of absence shall affect part or all of any semester, the faculty member shall give as much notice as possible to the appropriate Senior Administrator, to allow satisfactory arrangements to be made for any classes involved.
- 12.10.1.2 The leave of absence shall not exceed twelve (12) months.
- 12.10.1.3 The University-College shall maintain its share of benefits during the leave of absence, up to a period of six months. In the event that the faculty member does not return to service at the University-College, he/she shall refund to the University-College an amount equivalent to the University-College contribution to the benefit schemes paid under this article.
- 12.10.1.4 On completion of leave, the faculty member shall resume her faculty position without disadvantage in seniority, salary, or benefits.

### 12.10.2 Parental Leave

Natural and adoptive parents will be entitled to parental leave. A written request, specifying the desired period of leave, should be submitted whenever possible at least 16 weeks in advance of the date on which the leave is to commence to the appropriate Dean, Director or Regional Campus Principal. The leave shall be subject to the following provisions:

- 12.10.2.1 Whenever possible, parental leave for instructional faculty (exclusive of adoption and maternity leave) shall not begin or end during a teaching

semester.



- 12.10.2.2 Combined maternity/parental leave shall not exceed fifteen (15) months for natural mothers, and twelve (12) months for all others.
- 12.10.2.3 The University-College shall maintain its share of benefits during the leave of absence up to a period of six (6) months. Beyond the six month period all benefits, including the University-College's share, shall be the responsibility of the faculty member. The faculty member must make advance payment to the University-College, to ensure continuous coverage.
- 12.10.2.4 Upon completion of leave, the faculty member shall resume his/her faculty position without disadvantage in seniority, salary, or benefits.
- 12.10.2.5 Parental leave for a natural mother must begin when maternity leave expires, unless the University-College agrees otherwise. Parental leave for a natural father must commence within 52 weeks of the child's date of birth. Adoption leave must commence within 52 weeks of the date of adoption.
- 12.10.2.6 In the event that the faculty member does not return to the University-College, he/she shall refund the amount of the premiums paid on their behalf by the University-College during the leave of absence.
- 12.10.2.7 Where both parents are employees of the University-College the total entitlement shall not exceed the six (6) months of benefits entitlement and twelve (12) months of leave, fifteen (15) months in the case of natural mothers as indicated.

#### 12.14 EXCHANGE LEAVE

Exchange leave involves a program whereby a faculty member exchanges, for an extended period of time, his/her position and responsibilities with a qualified person from another institution.

- 12.14.1 A faculty member on Exchange Leave shall gain professionally from the insights into the workings of another institution, and also from the obvious benefits which may result from a change in environment, geography, and personal experience.
- 12.14.2 The Exchange Leave shall normally be for one full semester or for one academic year.



- 12.14.3 The salary of the faculty member on exchange leave shall be paid by Malaspina University-College, and the replacement's salary by the exchange institution. This may be modified, however, in cases where Exchange Leave presents problems of inequities in salary, and the appropriate senior administrator and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.
- 12.14.4 The University-College shall, during the period of Exchange Leave, continue to contribute to the faculty benefit plans which are applicable to the faculty member providing the faculty member continues to contribute.
- 12.14.5 The President shall recommend suitable candidates for exchange leave to the University-College Board.

#### 12.15 GENERAL LEAVE, UNPAID

Non-instructional faculty members may receive, on written application to the appropriate Senior Administrator, permission to be absent from the University-College, without pay.

- 12.15.1 A faculty member may apply for a partial or full release Leave of Absence from the University-College for a maximum period of three (3) consecutive years. Requests should be forwarded to the Chair and then to the Dean for comments and recommendation. The request will then be reviewed by the Director of Human Resources prior to final approval from the Vice President Instruction. The decision to grant the leave shall be based on the Standard of Reasonableness. Requests should be submitted to the appropriate Dean, with three (3) month's notice required.
- 12.15.2 Faculty members on a full release leave of absence may maintain their benefit plans by monthly payments of the full faculty and employer shares. Faculty members on a partial release leave of absence shall continue to contribute to the benefit plans as provided in Article 13.

- 12.15.3 Faculty members on a Leave of Absence shall bank their accrued seniority credits earned up until the commencement of the leave. No seniority credits shall be granted for the leave period (except under Article 12.15.4). Faculty members shall lose all seniority credits should they continue their Leave of Absence beyond three years except the case of leaves for serving in public office, as described in Article 12.16, in which case leave can be extended to a maximum of five years plus the intervening months between the next August 1 or January 1, whichever comes first.
- 12.15.4 Upon receiving an approved Leave of Absence (Article 12.15) and before taking said Leave of Absence, faculty shall submit a written description of their plans to the University-College Leave Committee. The University-College Leave Committee shall then determine whether said leave shall be granted "Preliminary Approval as Professional Development Leave of Absence" under the guidelines of Article 12.4.9(d).
- Upon the faculty member's return from a Leave of Absence which was given "Preliminary Approval as Professional Development Leave of Absence", he or she shall supply supporting documentation and evidence that the plans were successfully completed to the University-College Leave Committee. The Committee shall review the original application, the supporting documentation and evidence to determine if the leave conformed to the original plans.
- Should the Committee determine by simple majority vote, after reviewing the application to confirm and grant the leave P.D. status, the faculty member shall be given his/her full seniority credits for the period of his/her Leave of Absence.
- 12.15.4.1 The Leave Committee shall also recommend to the President persons who are given P.D. status shall be eligible for normal increments for the period of the leave.
- 12.15.5 A one-half year leave of absence shall normally be for a period January 1 to June 30 or the period July 1 to December 31. A full year leave shall be for the twelve-month period following commencement of the leave.

- 12.15.6 Faculty on unassisted leave must give at least five months notice to the appropriate Dean, Director, or Regional Campus Principal, that they intend to return to the University-College at the predetermined date. This provision applies to leaves that commence on or after August 1, 2001. The Human Resources Office will note this requirement and quote the relevant contract section on the appointment form initiating the commencement of the leave. As a further step, if notice has not been received four months prior to the expiry of the leave, the Human Resources Office will send notification by certified mail to the last known address provided by the employee outlining the requirement to confirm the return-to-work date. Failure to so notify the University-College by the required date will result in the leave automatically being extended for the subsequent semester. The University-College shall, having extended the faculty member's leave for one semester, inform the faculty member by certified mail, at least four months prior to the end of the extended leave, to their last known address, that their leave has been extended and of the consequences of not providing a written commitment to return at the end of the extended leave.

Should no official written commitment to return to work be forthcoming from the faculty member three months before the end of the extended leave, the faculty member will be deemed to have abandoned their position with the University-College.

## 12.16 POLITICAL LEAVE

- 12.16.1 The University-College Board encourages its faculty members to participate in public affairs which benefit society at large; at the same time it wishes to protect the interests of students and faculty at the University-College as well as interests of the public which it serves.
- 12.16.2 Leave for purposes of campaigning for public office shall be granted so long as the interests of any students affected can be adequately protected, in the judgment of the President following recommendation of the appropriate Dean and appropriate senior administrator.

- 12.16.3 Leave for serving as mayor of a municipality, or as a member of Parliament, or as a member of the Legislative Assembly of the Province of British Columbia shall be granted, up to a maximum period of seven years (7) or three (3) consecutive terms, whichever period is shorter. The faculty member's right to return to work shall occur on August 1 or January 1 (whichever comes first) immediately following expiry of the leave.
- 12.16.4 During the leave of absence to hold public office, as for other leaves, a faculty member is not exempt from the normal lay-off considerations as described in this Agreement.
- 12.16.5 Except as otherwise noted, political leave is subject to the provisions of Article 12.15.

### 13. HEALTH, INSURANCE AND PENSION BENEFITS

Information on the benefit entitlements identified in this Article is available on the Human Resources Website (Benefit Plans) at <http://www.mala.bc.ca/www/discover/hr/benefit.htm>. Whenever a change to these benefits occurs, the Chief Personnel Steward will be notified in writing by the Human Resources Department.

a) Regular Faculty

Except where provided for by law only regular faculty members shall be eligible for the benefits outlined in this section.

Regular faculty members who meet the eligibility requirements for participation shall be eligible for the benefits outlined in Articles 13.1, 13.2, 13.3 and 13.4.

Eligibility requirements for benefit coverage outlined in Articles 13.1, 13.2 and 13.3, include a workload of at least 50% and an appointment length of at least 5 full months; and, for benefit coverage outlined in Article 13.4, a workload of at least 50% and appointment length of at least 10 full months.

A regular part-time faculty member who is not eligible for continued employer paid coverage due to a workload less than 50% shall be entitled to payment under Article 13(b) for that time period only.

Additional information on the benefit entitlements identified in this Article is available on the Human Resources Website (Benefit Plans) at <http://www.mala.bc.ca/www/discover/hr/benefit.htm>.

In the event the MFA opts for the LTD provisions in the Common Agreement then the following will be added to Article 13(a):  
“All faculty members will be eligible for LTD coverage in accordance with Article 9.3.2 of the Common Agreement.”

b) Temporary Instructional Faculty

Temporary instructional faculty, other than grand-parented temporary faculty (Article 11.1.4.4), not already in receipt of health and insurance benefits under Article 13 shall be entitled to payment of eight percent (8%) biweekly in lieu of health and insurance benefits. If the employee is participating in an employer paid LTD plan, the payment in lieu of benefits shall be reduced to six percent (6%).

Grand-parented temporary faculty (Article 11.1.4.1) shall remain eligible for benefit coverage provided the appointment meets the criteria outlined in Article 13(c).

c) Temporary Non-Instructional Faculty

Temporary non-instructional faculty with a workload of at least 50% and an appointment length of at least 5 full months are eligible for benefit coverage outlined in Articles 13.1, 13.2 and 13.3. Temporary non-instructional faculty with a workload of at least 50% and an appointment length of at least 10 full months are eligible for benefit coverage outlined in Article 13.4.



### 13.1 MEDICAL SERVICES PLAN (MSP)

Premiums are 100% employer paid.

### 13.2 EXTENDED HEALTH BENEFITS (includes Vision Care and Emergency Travel Assistance)

Premiums are 100% employer paid.

To qualify for the Extended Health Benefit Plan, the employee must have medical coverage under a provincial plan. Eligible employees may commence participation on the first of the month following the date of employment.

- a) Extended Health Benefits coverage shall provide for 95% reimbursement for all covered expenses in excess of a \$25 deductible in a calendar year. Covered expenses include, but are not limited to, eligible prescription drugs, ambulance charges and emergency medical expenses while travelling outside Canada. The maximum lifetime benefit is unlimited.
- b) Vision Care coverage shall provide 100% reimbursement for corrective lenses and frames or contact lenses up to a maximum of \$250 per person every 24 consecutive months.
- c) Emergency Travel Assistance coverage shall provide 24 hour assistance to the employee and dependant for locating medical care and arranging medical transportation during a medical emergency occurring almost anywhere in the world.

### 13.3 DENTAL PLAN

Eligible employees may commence participation on the first of the month following one full calendar month of continuous employment. The Dental Plan shall provide coverage including:

- a) 100% of basic diagnostic, preventative, restorative and periodontic services (Plan A).
- b) 60% of major restorative services such as crowns, bridges, and

dentures (Plan B).

- c) 50% of orthodontia for dependent children (Plan C) to a maximum \$2000 per child.

Premiums are 100% employer paid.

#### 13.4 GROUP INSURANCE

Group life insurance, accidental death and dismemberment insurance, and Long-Term Disability Insurance are provided in accordance with the terms of the contract with the insuring company to faculty who elect coverage.

The amount of insurance coverage and eligibility is shown in the booklet available on the Human Resources website at <http://www.mala.bc.ca/www/discover/hr/benefit.htm>. Long Term Disability income payments continue to age 65 provided you remain totally disabled. The amount of payment may be reduced by other entitlements received such as WCB, CPP and other group insurance benefits.

##### 13.4.1 Premiums

The University-College contributes 100% of the premiums for life insurance, accidental death and dismemberment benefits for eligible participating faculty members.

The faculty member contributes 100% of the premiums for long-term disability insurance for eligible participating faculty members.  
Employee paid premium may become employer paid April 1, 2002 subject to Common Agreement provisions.

#### 13.7 COLLEGE PENSION PLAN

Participation in the College Pension Plan is mandatory for:

- a) Faculty appointed to regular positions after September 1, 1999.
- b) Temporary faculty who earn, in any calendar year, a salary exceeding fifty (50) percent of the year's maximum pensionable earnings

(YMPE).

Participation in the College Pension Plan is optional for:

- a) Faculty appointed to regular positions prior to September 1, 1999 who opted to waive participation.
- b) Temporary faculty who earn less than fifty (50) percent of the YMPE provided a waiver form is completed and placed on file with Human Resources.

A faculty member who has waived enrolment may apply to participate in the College Pension Plan at any time and shall be covered effective the first day of the pay period following application to the Human Resources Department.

#### 13.15 SUBROGATION

Details of all benefit plans shall form part of this agreement. There shall be no reduction in benefits under these plans or increases in premium costs without advance consultation with the committee of Personnel Stewards of the Association. During the term of this agreement neither party shall unilaterally alter the benefits of the plans. The selection of Insurance Carrier shall be made following consultation between the parties.

## **14. PROTECTION OF EMPLOYEES**

### **14.3 DISCRIMINATION AND HARASSMENT**

The University-College and the Association recognize the right of employees to work in, and students to study in, an atmosphere free from discrimination and harassment. All employees and students have the right to employment and equal treatment without discrimination or harassment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or membership or activity in the Faculty Association.

The University-College has further indicated its intention to continue to develop, with faculty, an extensive harassment and discrimination policy, applicable to all employees and students. The University-College has further undertaken that this policy will not be developed without consultation with faculty.

### **14.5 TECHNOLOGICAL CHANGE**

The parties agree to apply the provisions of Section 54 of the 1992 Labour Relations Code except that a significant number of employees shall be defined as one or more regular or temporary employees. Copies of this legislation are available from the Chief Personnel Steward or Human Resources.

### **14.8 COPYRIGHT**

- 14.8.1 Books, Manuscripts, Papers, Artistic Works, and Lecture Notes, except for those written as a result of a specific directive from the University-College shall remain the property of the authors. Authors shall compensate to the University-College for any such costs incurred by the University-College for the preparation of such materials for the personal use of the author.

- 14.8.2 Software, Audio Visual Materials, and Instructional Materials shall remain the property of the author except those produced as a result of University-College requirements or University-College expectations for the delivery of an instructional assignment which shall remain the property of the University-College.
- 14.8.3 The University-College may, upon written agreement, cede copyright to faculty.
- 14.8.4 The University-College shall pay, to any author or authors, royalties totalling 50% of any net profit for selling any copyright material, unless the material was the result of a specific assignment by the University-College, in which case the University-College shall have full ownership of royalties.
- 14.8.5 Notwithstanding the above provisions, University-College students shall not be charged for any materials produced by University-College professors/instructors except as approved by the appropriate senior administrator.
- 14.8.6 A faculty member may request from the appropriate senior administrator clarification of the copyright status of any work undertaken or to be undertaken by the faculty member which may lead to a copyright. Such requests shall, whenever possible, be made prior to the faculty member undertaking such work.

#### 14.10 LEGAL INDEMNIFICATION

- 14.10.1 Malaspina University-College shall maintain:
- a) The University-College's Self-Insured Comprehensive General Liability Coverage under the University, College, and Institute Protection Program, including the extension of general liability coverage thereunder to faculty to the extent liability arises from activities in connection with the University-College; or
  - b) similar general liability insurance, no less effective than the above program as of December 1, 1995.
- 14.10.2 To the extent that such coverage is available, the University-College shall:

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

14.10.3 Providing the Employer requests the use of tools, reference texts and instruments, and the declared value is recorded in writing with the Dean of Instruction at the time the items are brought on campus, coverage is provided for:

All risks of direct physical loss or damage consistent with policy provisions.

#### 14.14 ACADEMIC FREEDOM

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the University-College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member. Faculty members are entitled, regardless of prescribed doctrine, to freedom in carrying out research and in publishing the results thereof, freedom of teaching and of discussion, freedom to criticize the University-College and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a fair manner consistent with the scholarly obligation to base research, criticism, and teaching on an honest search for knowledge.

#### 14.15 RETIREMENT

Notwithstanding any other provisions herein, a faculty member's regular appointment shall not extend beyond July 31 of the year subsequent to the faculty member reaching the age of 65 years.

#### 14.22 TEACHING ASSIGNMENTS TO UNIVERSITY-COLLEGE

## ADMINISTRATORS

University-College administrators, who are given a teaching assignment as part of their regular workload, and receive no extra remuneration for doing so, shall retain their excluded status so long as their teaching load does not exceed one section in a semester (with associated seminars and labs) and a maximum of one Directed Studies student in a semester. Said administrators shall be required to meet the educational background required of University-College professors/instructors who teach similar courses in the division.



## 15. GENERAL

### 15.1 FACULTY ROLE IN CURRICULUM AND PROGRAM DEVELOPMENT

- 15.1.1 It is recognized that faculty involvement in curriculum and program development is vital for the maintenance of the quality of instruction at Malaspina University-College. Further, as faculty are expected to maintain currency within areas of expertise and are provided opportunity to do so, it is essential that faculty are recognized as key players in both curriculum and program change and development.
- 15.1.2 The process of curriculum and program changes and development will involve faculty, chairs and Deans of Instruction within each program group. Each program group will establish methodology incorporating the above that will satisfy the respective needs of the program or discipline group.
- 15.1.3 The process does not negate the possibility of either program or curriculum changes emanating from other sources but where this does occur the aforementioned group is to have a meaningful part in the curriculum and program development process.

### 15.2 EARLY RETIREMENT INCENTIVE

- 15.2.1 The University-College may offer, or the faculty member may request a choice of one of the early retirement incentive alternatives described herein provided the faculty member meets the following qualifications:
- a) is age 55 or over
  - b) has a minimum of ten years pensionable service
  - c) is a regular faculty member on continuing appointment at the time of early retirement
  - d) is not eligible for future incremental progression
  - e) retires from his/her regular position

15.2.2 A regular faculty member has the right to accept or decline an early retirement incentive offer made by the University-College within ten (10) working days of the offer being proposed.

15.2.3 In the event of acceptance of an offer of early retirement, a regular faculty member's date of retirement shall be effective on a date mutually agreed upon between the regular faculty member and the President. That date shall be during the contract year in which the offer occurred.

15.2.4 During each contract year, the University-College shall make available a fund equal to two times the annual salary of a faculty member at the top of the faculty salary scale.

Effective the 2003/2004 contract year, the University-College shall make available a fund equal to three times the annual salary of a faculty member at the top of the faculty salary scale.

15.2.5 Eligible employees may apply for an early retirement incentive up to a maximum of the value of their annual salary. Employees aged 60 to 64 years at the time of the offer of the incentive will have the incentive prorated as follows:

<u>Age at Retirement</u>	<u>Percentage of Annual Salary At Time of Retirement as the Basis of the Incentive</u>
55-59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

15.2.6 a) Selection of the successful application(s) for early retirement shall be done by random chance. The probability of getting an application approved will be such that the expected value of the early retirement incentive is the same for all applicants.

This means there is an inverse relationship between the amount applied for and the probability of an application being approved.

b) In addition to applications pursuant to 15.2.6(a), the University-College may, at its discretion, fund and approve applications for purposes determined by the University-College.

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

15.2.8 Payment of the early retirement incentive will be scheduled according to the mutual agreement of the University-College and the faculty member but will not extend beyond the faculty member's 65<sup>th</sup> birthday.

**APPENDIX A1: FACULTY SALARY SCHEDULE (F2)**

APRIL 1, 2001		APRIL 1, 2002		APRIL 1, 2003	
STEP	BIWEEKLY	STEP	BIWEEKLY	STEP	BIWEEKLY
MIN 13	\$1,792.19				
12	\$1,845.14				
11	\$1,899.66				
10	\$1,955.79	MIN 10	\$1,828.05	MIN 10	\$1,864.60
9	\$2,013.57	9	\$1,918.09	9	\$1,956.44
8	\$2,073.07	8	\$2,008.13	8	\$2,048.28
7	\$2,134.33	7	\$2,098.16	7	\$2,140.12
6	\$2,197.40	6	\$2,188.20	6	\$2,231.96
*5	\$2,262.34	*5	\$2,278.24	*5	\$2,323.80
4	\$2,329.16	4	\$2,368.28	4	\$2,415.64
3	\$2,397.97	3	\$2,458.32	3	\$2,507.48
2	\$2,468.82	2	\$2,548.36	2	\$2,614.49
MAX 1	\$2,548.05	MAX 1	\$2,720.31	MAX 1	\$2,806.79

\* Maximum initial placement in category.

Scale Movement April 1, 2002:

- F2-13 will move to F2-10;
- F2-12 and F2-11 will move to F2-9;
- F2-10 will move to F2-8;
- F2-9 and F2-8 will move to F2-7;
- F2-7 will move to F2-6;
- F2-6 will move to F2-5;
- Rest unchanged.

**APPENDIX A2: TECHNICIANS' SALARY SCHEDULE**

<b>Step for Initial Placement Calculation Only</b>	<b>Salary Scale</b>	<b>April 1, 2001 Biweekly Salary</b>
8	F1-4	\$1,563.67
7	F1-3	\$1,617.36
6	F1-2	\$1,671.05
5	F1-1	\$1,724.74
4	F2-13	\$1,792.19
3	F2-12	\$1,845.14
2	F2-11	\$1,899.66
1	F2-10	\$1,955.79

Effective April 1, 2002:

Technicians placed at F2-13 will move to F2-10;  
 technicians placed at F2-12 and F2-11 will move to F2-9;  
 and technicians placed at F2-10 will move to F2-8.

<b>Step for Initial Placement Calculation Only</b>	<b>Salary Scale</b>	<b>April 1, 2002 Biweekly Salary</b>	<b>April 1, 2003 Biweekly Salary</b>
8	F1-4	\$1,594.95	\$1,626.85
7	F1-3	\$1,649.71	\$1,682.71
6	F1-2	\$1,704.48	\$1,738.57
5	F1-1	\$1,759.24	\$1,794.43
4	F2-10	\$1,828.05	\$1,864.60
3	F2-9	\$1,918.09	\$1,956.44
2	F2-8	\$2,008.13	\$2,048.28
1	F2-7	\$2,098.16	\$2,140.12

**APPENDIX B: MFA SALARY PLACEMENT EXPERIENCE CREDIT DATA SUMMARY**

NAME: \_\_\_\_\_ U-C Professor \_\_\_\_\_ Counsellor \_\_\_\_\_ Librarian \_\_\_\_\_ Technician \_\_\_\_\_

START (mo/yr)	FINISH (mo/yr)	% OF FULL TIME	NATURE AND DETAILS OF PREVIOUS WORK	OFFICE USE ONLY	
				1.00	0.50
TOTALS:					

The above information is complete and accurate to the best of my knowledge. A current detailed curriculum vitae is attached or is on file with the Human Resources Office. I understand this information will be used to determine salary placement.

SIGNED: \_\_\_\_\_  
Employee

DATE: \_\_\_\_\_

**APPENDIX C: INITIAL SALARY PLACEMENT FORM - FACULTY**

**MALASPINA UNIVERSITY-COLLEGE**

UNIV-COLLEGE PROFESSOR: \_\_\_\_\_ COUNSELLOR: \_\_\_\_\_ LIBRARIAN: \_\_\_\_\_

NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

**PART I EDUCATION CREDIT**

- a) Highest degree or diploma \_\_\_\_\_  
Institution: \_\_\_\_\_ Date: \_\_\_\_\_
- b) Equivalent granted in lieu of degree or diploma: \_\_\_\_\_  
Description of experience used to grant equivalency: \_\_\_\_\_

**INITIAL MINIMUM PLACEMENT:** \_\_\_\_\_ **CATEGORY II STEP** \_\_\_\_\_

- c) Related Study: If Master's degree, subtract one step for one year of additional study or for double Master's degree \_\_\_\_\_

**SUBTOTAL EDUCATION CREDIT:** (minimum placement minus related study) \_\_\_\_\_

**PART II EXPERIENCE CREDIT** (see reverse for details)

Experience which is used to establish equivalency above cannot again be used for experience credit.

- 1. Full-time equivalent employment directly related to primary assignment obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7.  
Date of first diploma, degree or teaching certificate \_\_\_\_\_ (# of years) x 1.00 \_\_\_\_\_
- 2. Full-time equivalent employment related to field, obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7.  
Date of first diploma, degree or teaching certificate \_\_\_\_\_ (# of years) x 0.50 \_\_\_\_\_

**SUBTOTAL EXPERIENCE CREDIT:** \_\_\_\_\_

**TOTAL EDUCATION CREDIT minus EXPERIENCE CREDIT =** \_\_\_\_\_

(≥.50 round up; ≤.50 round down)

Note: Normal maximum placement: STEP 5

**INITIAL SALARY PLACEMENT:** \_\_\_\_\_ **CATEGORY II STEP** \_\_\_\_\_

**APPEAL:** (11.4.3) Any appeal regarding initial salary placement must be initiated within ninety (90) days of commencing duty at the University-College or within sixty (60) days of receiving the placement form, whichever is later. Appeals should be directed to the Salary Placement Appeals Committee Chairman.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Human Resources or Designate

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as a technician for those employed as technicians.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

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**APPENDIX D: INITIAL SALARY PLACEMENT FORM TECHNICIANS  
CATEGORY I**

NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

**PART I EDUCATION CREDIT**

- a) Highest degree or diploma \_\_\_\_\_  
Institution: \_\_\_\_\_ Date: \_\_\_\_\_
- b) Equivalent granted in lieu of degree or diploma: \_\_\_\_\_  
Description of experience used to grant equivalency: \_\_\_\_\_

**INITIAL MINIMUM PLACEMENT:** \_\_\_\_\_ **CATEGORY I STEP** \_\_\_\_\_

- c) Related Study:
  - 1. If Diploma or equivalent, subtract one step for one year of related study. \_\_\_\_\_
  - 2. If Bachelor's degree or equivalent, subtract one step for one year of additional study, \_\_\_\_\_  
**OR** two steps for two or more years of additional study. \_\_\_\_\_

**SUBTOTAL EDUCATION CREDIT:** (minimum placement minus related study) \_\_\_\_\_

**PART II EXPERIENCE CREDIT** (see over for details)

Experience which is used to establish equivalency above cannot again be used for experience credit.

- 1. Full-time equivalent employment directly related to primary assignment obtained after completion of the first diploma, degree or teaching certificate in the field as defined in Article 11.4.1.7(e).  
Date of first diploma or degree: \_\_\_\_\_ (# of years) x 1.00 \_\_\_\_\_
- 2. Full-time equivalent employment related to field, obtained after completion of the first diploma or degree in the field as defined in Article 11.4.1.7(e).  
Date of first diploma or degree: \_\_\_\_\_ (# of years) x 0.50 \_\_\_\_\_

**SUBTOTAL EXPERIENCE CREDIT:** \_\_\_\_\_

**TOTAL EDUCATION CREDIT minus EXPERIENCE CREDIT =** \_\_\_\_\_

(≥.50 round up; ≤.50 round down)

Note: Normal maximum placement: STEP 12 - CATEGORY II

(Effective April 1, 2002, normal maximum placement will be Step 9, Category II)

**INITIAL SALARY PLACEMENT:** \_\_\_\_\_ **CATEGORY I STEP** \_\_\_\_\_

**APPEAL:** (11.4.3) Any appeal regarding initial salary placement must be initiated within ninety (90) days of commencing duty at the University-College or within sixty (60) days of receiving the placement form, whichever is later. Appeals should be directed to the Salary Placement Appeals Committee Chairman.

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Date  
Revised Form: April 2002

Director of Human Resources or Designate

NOTES RE INITIAL SALARY PLACEMENT:

1. Initial salary placement will take place upon appointment. Upon reappointment of temporary faculty, salary placement will not take place unless such reappointment occurs more than one academic year after the expiry of the last temporary appointment.
2. Experience directly related to primary assignment will include: teaching for those employed as instructors, counselling when employed as a counsellor, all librarian assignments for those employed as librarians, and all experience as a technician for those employed as technicians.
3. Research at the post-Doctoral level, and/or senior administrative experience in the field of hire or in the public education sector will be included as experience directly related to primary assignment.
4. Teaching assistantships or other similar teaching assignments done while working on a Master's or PhD will not be given extra credit unless the teaching assignment constitutes a full-time workload.
5. Part-time teaching experience will be pro-rated based on a two-semester teaching year. Other part-time work experience will be pro-rated based on a 35 hour work week and 12-month year. In no event shall more than one year experience credit be granted for experience in any 12-month period.
6. Teaching of non-credit courses is not included.
7. The decimal fraction of a year's experience leading to initial salary placement will not be carried forward to salary incremental progression.
8. Only credentials from accredited institutions will be recognized when awarding initial minimum placement and for incremental progression based on completion of Master's or Doctorate degrees.
9. The decision of the Salaries Placement Appeals Committee is final.

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DESCRIPTION OF EXPERIENCE CREDIT CALCULATION:

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LETTER OF UNDERSTANDING

UNCONVENTIONAL INSTRUCTION DESIGNATED UNDER 10.2.1.2.1

The listing of cases of unconventional instructional referred to in Article 10.2.1.2.1 of the Collective Agreement is as follows:

Activity Course labs

Administration 250T, 228T, 229T

Agriculture 171T, 172T, 181T, 271T, 272T

Aquaculture and Fisheries 171T, 172T, 173T, 191T, 192T, 271T, 272T

Forestry 201T, 291T, 292T, 293T

Hotel 250T

Music labs, ensembles, individual instruction

Recreation 148T, 151T, 152T, 199T, 202T, 248T, 251T, 252T, 299T

Study Skills labs

These and others which may arise with clear parallels to them, shall be classified as unconventional instruction for purposes of determining maximum workloads under Article 10.2.1.2.1.

LETTER OF UNDERSTANDING

BARGAINING UNIT DEFINITION

The University-College agrees to establish a joint committee provided B.C.G.E.U. and C.U.P.E. are willing to participate. The Committee shall be composed of two representatives each of the Association, B.C.G.E.U., C.U.P.E., and the University-College.

This Committee shall consider any jurisdictional issues related to the description or the Collective Agreement of the Association, B.C.G.E.U., and C.U.P.E. Bargaining Certificates, and attempt to resolve all such matters to the satisfaction of the Association, B.C.G.E.U., C.U.P.E., and the University-College.

## INTERIM MEMORANDUM OF AGREEMENT

### AREA CHAIRS

This Interim Memorandum of Agreement re Area Chairs will cease to exist at the expiry of the term of this Contract or upon the signing of a revised document by both parties, whichever is sooner.

### USE OF AREA CHAIRS

From time to time, developments in an area or changes to Deans' assignments may make it desirable to create an elected Area Chair position. The University-College administration may elect to create new Area Chair positions following consultation with faculty in the area about the need for the position and the appropriate term of the position (see below). All such positions will be posted internally. The position of Area Chair will remain within the appropriate Bargaining Unit.

1. Chairs will be elected by a majority vote of faculty in the area. The Dean and each regular staff member will be eligible to cast a vote. The election will be by secret ballot. In the case of a single candidate, a ballot will be used to ensure that the candidate is supported by a majority of eligible voters.
2. Any faculty member holding a regular position in the area will be eligible to stand for election as Area Chair.
3. The position of Area Chair will be for a period of up to three (3) years, with terms commencing August 1, January 1 or May 1 after consultation with the faculty. Faculty will resume their normal duties at the expiry of their term.
4. Elections of Area Chairs will be held at least six (6) months before the term commences.

### RELEASE TIME

Release time for Area Chair positions shall be at least a half-time workload with additional release time by agreement between the two parties taking the following factors into account:

- number of programs/departments for which the chair is responsible
- number of FTE faculty and FTE students in the area
- complexity and demands of the program and responsibilities
- role of the dean

- number of students in the program/courses
- number of faculty in the program/courses
- number of new programs (required or approved), faculty or departments
- degree of collaboration required with other agencies, institutions or certifying bodies
- number, size and diversity of educational service contracts
- degree of planning required in the area (eg. new facilities planning)

#### JOB DESCRIPTION

When the position of Area Chair falls within the MFA, the duties and responsibilities must not conflict with provisions of the Malaspina University-College/Malaspina Faculty Association Collective Agreement. The job description should be generic, and reflect duties across the University-College; and allow for the job description to be adapted to meet needs of the Area.

The following job description will be effective immediately.

#### DUTIES AND RESPONSIBILITIES OF CHAIR

1. Budgets:
  - Prepares the capital budgets, annual operating budget, mid-year review and/or other budgets for review by the Dean, who retains responsibility as budget-holder
  - Monitors budget expenditures
  - Has Level 3 operating fund signing authority.
1. Works with Departments to coordinate the faculty hiring process in accordance with the Collective Agreement.
2. Supervises special projects (e.g. B.A. General Degree) as assigned by the Dean.
3. Manages Area office as assigned by the Dean.
4. Represents the Area Faculty at meetings and on internal and external committees as assigned by the Dean.
5. At the Dean's request, chairs Chairs or Faculty meetings.
6. Coordinates program admission and timetable requirements and initiates changes in cooperation with the Chair(s) and the Dean.

7. Assists the Chair(s) in arranging faculty replacement as required, in accordance with the Human Resources policy.
8. Assists the Dean and Chair(s) in the drafting of instructional policies and procedures.
9. Chairs the Area Workload Committee in accordance with the Collective Agreement.
10. Shares responsibility with the Dean to promote courses and programs.
11. Responsible for the development and management of educational service contracts as required by the Dean.
12. Where there is an elected Chair in accordance with this agreement, Chairs are responsible for faculty evaluation, notwithstanding Article H.3.
13. Coordinates orientation of new faculty in consultation with Departments and the Dean.
14. Consults as required with regional campuses regarding program delivery and management.
15. Student complaints and grade appeals are the initial responsibility of the Chair, who will refer unresolved cases to the Dean.
16. Carries out other duties as agreed with the Dean.

RE MEMORANDUM OF AGREEMENT AND AREA CHAIRS

Notwithstanding the fact that neither party raised this issue in its initial set of proposals we are prepared to agree on a without prejudice basis to the Memorandum of Agreement being repeated in its entirety for the duration of the new collective agreement. This will give us the opportunity to better determine how Area Chairs will fit into the future instructional administrative structure.

Signed: June 12, 1996



LETTER OF AGREEMENT

WORKLOAD AVERAGING LEAVE

**WITHOUT PREJUDICE**

The Malaspina Faculty Association agrees to the interim arrangement proposed by the University-College as defined and outlined below:

Definition: Workload Averaging Leave is a partial unassisted averaging salary across two semesters available, on the recommendation of a Dean and the approval of the appropriate Vice President, to regular, full-time faculty at the top of their salary scale.

Terms:

1. The University-College will pay its share of health and insurance coverage during the leave providing the faculty member's workload for the academic year is 0.50 or greater.
2. Workload Averaging Leaves can be used to defer, but not prepay salaries.
3. Averaging must be across two semester within an academic year but not across academic years.
4. There must be a minimum of one section of instruction or seven hours per week of non-instructional workload in any term.
5. The provisions of Workload Averaging Leave must be in accordance with any language arising from the provincial Framework Agreement.
6. This provision can be utilized in consecutive academic years to a maximum time period not to exceed the equivalent of three years as provided in F.7.1.1 of the current collective agreement.

**This is an interim arrangement subject to review by March 31, 1998.**

Signed: July 17, 1996

LETTER OF UNDERSTANDING

RENUMBERING OF COLLECTIVE AGREEMENT

Whereas the parties previously agreed to rearrange the terms of the May 1, 1994 to April 30, 1995 collective agreement between them solely for the purpose of conforming to the CIEA format;

The parties agree as follows:

1. This Letter of Understanding is intended to continue in force through succeeding collective agreements.
2. The changed arrangement of the terms of later collective agreements from the arrangement in the May 1, 1994 to April 30, 1995 collective agreement is not intended by the parties to have any substantive effect or to result in a clause having a different interpretation than it would have had under the May 1, 1994 to April 30, 1995 collective agreement.
3. No arbitrator or arbitration board shall interpret a collective agreement provision differently than it would have been interpreted in the May 1, 1994 to April 30, 1995 collective agreement unless it is for reasons other than the different arrangement or location of clauses in the subsequent collective agreement.

Signed: April 30, 1997

LETTER OF UNDERSTANDING

UNIVERSITY-COLLEGE PROFESSOR

It is agreed that the title "University-College Professor" is to be applied to employees appointed as regular instructional faculty only. Temporary instructional faculty will continue to be referred to as "instructor".

The signatories below agree that the renewed collective agreement, April 1, 2001 to March 31, 2004 will incorporate this change where appropriate throughout the document.

Signed: July 25, 2001

## LETTER OF UNDERSTANDING

### PRIOR LEARNING ASSESSMENT

Prior Learning Assessment (PLA) assignments shall be provided on a voluntary basis as an addition to an individual faculty member's assigned workload. A PLA assignment will be provided by agreement of the faculty member, Chair and Dean.

An individual faculty member may accept PLA assignments for up to a maximum of ten (10) students and not exceeding 30 credits in an academic year (e.g., ten (10) 3-credit PLA assignments = 30 PLA credits). Acceptance of PLA assignments for more than ten students or totaling more than thirty (30) credits in an academic year requires the written approval of the MFA Chief Personnel Steward and the Vice President, Instruction.

PLA assignments will be identified on the workload report and considered as part of the non-teaching responsibilities of MFA instructional faculty to be referenced in formal evaluations (Article 7.3.1).

The faculty member shall receive two-hundred and fifty dollars (\$250) for each 3 credit PLA assignment. One-half of this amount shall be paid to the faculty member on the first pay period following confirmation of registration and payment of PLA fees by the student being received in Human Resources and the remaining one-half shall be paid to the faculty member on the pay period occurring eight weeks after the registration and payment of PLA fees. The faculty member will be compensated for the full amount whether or not the student completes the PLA process.

Where a PLA is undertaken for a course with fewer or greater than three credits, actual payment for each PLA assignment will be pro-rated. For example, faculty will receive \$83.34 ( $\$250/3$ ) for each PLA assignment for one student in a one-credit course; \$125.00 ( $\$250/2$ ) for a 1.5-credit course; \$166.67 ( $\$250 \times 2/3$ ) for a two-credit course; \$333.34 ( $\$250 \times 4/3$ ) for a four-credit course, etc.

For the purpose of this agreement, where the PLA solely involves the administration of a challenge examination for the course, reimbursement shall be as follows:

1. Pre-existing format (with minor revisions to existing assessment tool)  
\$50.00
2. Customized format (exam designed specifically for individual assessment)  
\$100.00

Should it be known in advance of a semester that PLA assignments in an instructional area will likely exceed 30 PLA credits, the appropriate Dean of Instruction may, at his/her discretion and with the mutual agreement of the faculty member and the departmental chair, provide release time in lieu of payment to a faculty member qualified to accept these assignments. Such release time can occur only during the academic year in which the PLA workload is assigned. Release time shall be awarded on the basis of 30 PLA credits being deemed equal to one-hour of instructional workload release or 90 PLA credits being equal to one section of workload release (i.e., 1/8 of a full-time workload).

If PLA credits in an academic year are insufficient to warrant workload release, payment will be processed as noted above.

Three months prior to the expiry of this Letter of Agreement the Joint MFA-Management committee will review the implementation of this agreement, using data and input from the PLA Coordinator, Deans and the MFA.

The Letter of Agreement will be in effect for the period of August 1, 2001 through June 30, 2002 and may be extended by mutual agreement.

Signed: June 22, 2001

## LETTER OF UNDERSTANDING

### SABBATICALS/UPPER LEVEL RELEASE/WORKLOAD

It is agreed that a Joint Committee of representatives of Malaspina University-College ("MUC") and Malaspina Faculty Association ("MFA") will be established to review and make recommendations to MUC and MFA on revisions to the current provisions in the Collective Agreement related to assisted professional development leave, upper level release and workload in accordance with the provisions of the following Letter of Understanding:

It is agreed as follows:

1. The parties are committed to develop positive changes/modifications to the current contractual provisions related to assisted professional development leave, upper level release and workload in ways that would be of benefit to all faculty and the institution as a whole. To this end, such changes/modifications to the current collective agreement provisions may provide:
  - (a) the replacement of upper level release with a more comprehensive approach to scholarly activity in the form of guaranteed sabbaticals
  - (b) more flexible workload arrangements
  - (c) simplification of workload reporting
2. A Joint Committee shall be established comprised of eight (8) representatives, four (4) appointed by the MFA and four (4) appointed by the MUC. This Committee shall be established as soon as possible.
3. This Joint Committee shall commence its deliberations as soon as practicable following August 15, 2001 and shall make recommendations to both parties by no later than December 31, 2001.
4. The recommendations of the Joint Committee shall include specific changes to the Collective Agreement which are necessary in order to give effect to its recommendations.
5. The deliberations of the Joint Committee and its recommendations shall be guided by and be made in accordance with the following terms of reference:
  - (a) The effect of the proposed changes to the Collective Agreement will not increase net costs attributable to direct instruction. In

addition, delivery of FTE students contained in the 2001/02 Program Profile will be maintained, as much as is practicable.

- (b) The focus of proposed changes should be on fairness, simplicity, flexibility and transparency.
  - (c) The intent is to change the current system of leaves and releases to a system of sabbatical leaves applicable to all regular instructional faculty.
  - (d) It is intended that non-instructional faculty would continue to have the opportunity for Professional Development leaves on the same general proportional basis as they would have under the Collective Agreement replacing the one expiring on March 31, 2001.
  - (e) It is recognized that consequential changes to provisions of the Collective Agreement may be recommended in order to give effect to the Joint Committee's recommendations.
  - (f) The recommendations shall include, if possible, recommendations to implement the proposed changes to commence in the 2002/2003 academic year but in no event later than the 2003/2004 academic year.
  - (g) In the event that the recommendations contemplate implementation for the 2002/2003 academic year, the recommendations shall include proposed ways to implement the transition.
  - (h) Every reasonable effort shall be made to achieve a consensus on the Joint Committee's recommendations.
6. The Joint Committee shall, no later than December 31, 2001, either:
- (a) Present its recommendations to the MUC and MFA on the proposed changes to the Collective Agreement; or
  - (b) In the absence of a consensus on all proposed changes, present to the MUC and MFA those proposed changes on which consensus was reached and outline the areas or issues on which full consensus was not reached.

7. In the event that the Joint Committee's report to the parties is made in accordance with 5(b) above, it is agreed that a mutually agreeable mediator/facilitator from the academic community will be requested to assist the Joint Committee to arrive at a consensus on the outstanding issues.
  8. The role of the mediator shall be to:
    - (a) Meet and confer with the Joint Committee within the 30 calendar day period immediately following the Joint Committee's report made in accordance with 5(b) above.
    - (b) Assist the Joint Committee in arriving at a consensus on the outstanding issues.
    - (c) If unable to assist the Joint Committee achieve a consensus on proposed changes to make non-binding recommendations to the MUC and MFA on proposed changes to the Collective Agreement on the outstanding issues. These recommendations are to be made within 10 days of the mediator/facilitator concluding his/her conferring with the Joint Committee.
- Recommendations made by the Joint Committee in accordance with 5(a) or recommendations of the mediator/facilitator made in accordance with 7(c) shall be considered by the MFA and the MUC and if accepted by both parties shall be implemented as recommended. It is agreed that recommendations made by the Joint Committee in accordance with 5(a) or by the mediator/facilitator in accordance with 7(c) shall be put to a vote of the members of the MFA bargaining unit once approved by the Malaspina University-College Board and if accepted by a majority of those voting shall be considered approved by the MFA.
  - Each party shall advise the other within 10 days whether or not the recommendations are accepted or not.
  - In the event that either party does not accept the recommendations made to it in accordance with this Letter of Understanding, the provisions of the 1998-2001 Collective Agreement including all letters of agreement related to workload will continue to apply.

Signed: May 29, 2001



LETTER OF AGREEMENT

NEW FLAT RATE FOR INSTRUCTION

It is agreed that nothing in the establishment of this rate and related provisions, will reduce the previous entitlement for Upper Level release afforded to temporary faculty.

Accordingly, Article 10.11.1 (a) will apply to temporary faculty with a seven section or equivalent assignment which includes one or more upper level sections per academic year in that the temporary faculty member will be paid for the eighth section or equivalent.

Signed:            June 28, 2001

## LETTER OF AGREEMENT

### WORKLOAD

#### Class size maxima

Class size maxima for the years 2001/2002 shall be the same as they were in 1997/1998 except where specified below or where changed according to the provisions below.

The 1998/1999 letter of agreement limiting the number of contact hours in biology shall be renewed for 2001/2002.

Where a department offers multiple sections of a course and where the workload in that department is capped by the number of contact hours, the department may choose to reconfigure the delivery of its courses by increasing the class size maxima and decreasing the number of sections offered providing that:

- the number of student spaces available for each course is the same as the number of student spaces that would be delivered had the department not decided to reconfigure its course delivery,
- the reconfiguration of any course ensures that students in the course each have at least one scheduled lab, lecture or seminar hour per week where the student instructor ratio is at most the 1997/1998 class size.
- the workload can be assigned so that no instructor is assigned a workload that results in more than a 10 percent increase in the total number of students they would have had under the 1997/1998 class size limits.
- the number of contact hours for instructors teaching an upper division course is at least 21 hours per year and the number of contact hours for other instructors is at least 24 hours per year (exclusive of release time for other activities)
- the reconfigured workload results in a new maximum number of contact hours for the members of the department. The new maximum number of contact hours shall form part of the reconfiguration plan.

Where a department chooses to reconfigure its classes, it shall file the reconfiguration plan with the Dean and the Dean shall approve the plan and forward a copy of the plan to the MFA within 2 weeks of receiving the plan. The reconfiguration plan shall include the maximum class sizes for each section and the teaching assignments for each instructor in the department.

Where a department's reconfiguration results in an increase in student numbers, seventy three (73) percent of the money generated by the increased tuition shall be used exclusively for funding teaching release or research activity as jointly determined by the Dean and the department. The money generated in a year may be carried over for use in a subsequent year.

Where the money is to be used for teaching release, the provisions of subsection (d) above shall apply.

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This clause shall be effective from August 1, 2001 to July 31, 2002.

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## LETTER OF UNDERSTANDING

### UPPER LEVEL RELEASE

The parties agree to the following interpretation of Article 10.11.1 (a):

In order to be eligible for Upper Level release, the FTE instructional appointment of the instructor must be 1.00 for the academic year. The actual workload assignment, which may include paid release sections for a variety of purposes (including but not limited to the cases of governance committee release, scholarly release, chair/coordinator release, release for research funded by external sources, union leave and discretionary release) and the assignment of non-instructional duties, does not eliminate the entitlement to the Upper Level release.

A leave for the purposes of assisted leave (i.e., paid professional development leave of absence) under Article 12.4 or maternity, parental or adoption leave under Article 12.10 does not eliminate the Upper Level release entitlement.

If an instructor is on partial or full unpaid leave for one complete semester, that faculty member has no entitlement to Upper Level release in the academic year during which the leave occurs.

In the case where a faculty member, whose original instructional workload assignment includes upper-level release, is absent as a result of unplanned sick leave (including Long Term Disability leave), the original instructional assignment inclusive of the upper level release shall be followed for that portion of the academic year in which the faculty member is not absent .

In addition, the following workload components do not qualify in determining eligibility for Upper Level release:

- Directed Studies;
- Senior Projects;
- Non-release section(s) of Prior Learning Assessment;
- Overload;
- Contract activity not related to the normal delivery of credit instruction during the fall and/or spring semesters;
- Courses taught voluntarily outside the normal fall and spring semesters unless the course is required for a program and designated to be taught in intersession in the official program outline as approved by Education Council. (Notwithstanding this, where part of the regular workload for a faculty member is assigned during intersession, it will be considered in

determining eligibility for Upper Level release.)

The parties further agree that those faculty members who were denied upper level release during the academic year 2000-2001 but who are entitled to it under this Letter of Understanding, will be granted such release, in addition to any release to which they are otherwise entitled, in the academic year 2001-2002.

This agreement represents final resolution to Grievance 00-04 and regarding certain issues related to upper-level release. Notwithstanding this, the parties acknowledge that they differ on the interpretation of the Collective Agreement as it applies to eligibility for upper level release during an academic year in which a faculty member takes a scholarly activity semester as a result of grouping previous upper level release under Article 10.11.1.1. This agreement does not preclude the discussion and formal negotiation of alternative approaches to the question of release.

Signed: April 25, 2001

LETTER OF UNDERSTANDING

SUMMER SESSION COURSES

It is agreed that grand-parented faculty who have pro rata status in accordance with Article 11.1.4.4 shall have the right of first refusal, on the basis of temporary seniority, to available work for which the faculty member is qualified during the summer session. Such assignments shall be paid at his/her pro rata rate.

Signed:            May 22, 2001