

**CONTENTS****PAGE**

<b>ARTICLE 1 INTRODUCTION</b> .....	55
1.1 Parties to the Agreement.....	55
1.2 Preamble .....	55
1.3 Term of the Agreement .....	61
1.4 Provisions for Mediation of the Collective Agreement .....	61
1.5 Modification of Agreement .....	61
1.6 Number .....	62
1.7 Reference to Legislation .....	62
1.8 Strikes and Lockouts.....	62
1.9 Agreement Responsibilities .....	62
1.10 Definitions .....	62
<b>ARTICLE 2 FACULTY ASSOCIATION SECURITY</b> .....	65
2.1 Membership in the Faculty Association .....	65
2.2 Checkoff of Association Dues .....	65
2.3 Rights of Faculty Employees.....	66
2.4 Leaves of Absence for Faculty Association Business .....	66
2.5 Use of College Facilities by the Union.....	68
2.6 List of Faculty Association Officers and Representatives.....	68
2.7 Picket Lines.....	68
2.8 Union Rights to Information.....	68
2.9 Association - College Relations.....	69
2.10 Introduction of Degree-Completion Programmes .....	70
<b>ARTICLE 3 GRIEVANCES PROCEDURE AND ARBITRATION</b> .....	71
3.1 Grievances .....	71
3.2 Nature of Grievance.....	71
3.3 Informal Resolution of Grievance .....	71
3.4 Formal Grievance Procedure - Union.....	71
3.5 Formal Grievance Procedure - Board .....	73
3.6 Arbitration Procedure .....	74
<b>ARTICLE 4 FACULTY RESPONSIBILITIES</b> .....	76
4.1 General.....	76
4.2 Responsibilities of Teaching Faculty.....	76
4.3 Responsibilities of Librarians .....	77
4.4 Responsibilities of Counsellors .....	77
4.5 Responsibilities of Study Skills Instructors.....	78
4.6 Responsibilities of Laboratory Demonstrators .....	79
4.7 Responsibilities of Coordinators.....	79

<b>ARTICLE 5 TYPES OF FACULTY APPOINTMENTS</b> .....	81
5.1 Sessional Positions.....	81
5.2 Sessional Appointees .....	81
5.3 Probationary Appointments .....	83
5.4 Faculty Appointments.....	84
5.5 Coordinator .....	84
5.6 Part time Faculty Appointment.....	90
5.7 Continuing Part time Positions .....	91
<b>ARTICLE 6 SENIORITY, LAYOFFS, RECALL AND RESIGNATION</b> .....	92
6.1 Cancellation of Courses .....	92
6.2 Resignation - Full-time Faculty Employees .....	92
6.3 Resignation - Part-time Faculty Employees .....	92
6.4 Seniority, Layoff and Recall - Full-time Faculty Employees .....	93
6.5 Completion of Appointment - Full-time Faculty Employees .....	96
6.6 Non Regular Seniority .....	97
6.7 Severance Pay - Full-time Faculty Employees .....	99
6.8 Severance Pay - Continuing Part-time Faculty Employees .....	100
6.9 Severance Pay - Part-time Faculty Employees .....	100
6.10 Selection and Hiring Procedures for Faculty .....	100
<b>ARTICLE 7 EVALUATION OF FACULTY</b> .....	103
7.1 General.....	103
7.2 Evaluation Procedures .....	104
<b>ARTICLE 8 PERSONNEL RECORDS, DISCIPLINE, SUSPENSION DISCHARGE</b> ...	105
8.1 Personnel Records.....	105
8.2 Discipline - Part-time Faculty Employees .....	105
8.3 Suspension .....	106
8.4 Dismissal - Full-time Faculty Employees.....	107
8.5 Dismissal Procedures .....	107
8.6 Appeal Against Dismissal.....	108
8.7 Failure to Report - Part-time Faculty Employees .....	108
<b>ARTICLE 9 TECHNOLOGICAL CHANGE</b> .....	109
9.1 Technological Change .....	109
9.2 Instructional and Evaluation of Self Instructional or Prepackaged Courses.....	110
9.3 Introduction of Courses Transmitted Live.....	112
9.4 Protection of Instructional Methodology and Materials .....	112

<b>ARTICLE 10 FACULTY WORKLOAD</b> .....	113
10.1 Faculty Classification .....	113
10.2 Workload for Type 1(a) Faculty Employees .....	117
10.3 Workload for Type 1(b) Faculty Employees .....	123
10.4 Workload for Type 1(c) Faculty Employees .....	129
10.5 Workload for Type 1(d) Faculty Employees .....	135
10.6 Workload for Type 2 Faculty Employees .....	143
10.7 Workload for Type 3 Faculty Employees .....	149
10.8 Workload for Type 4 Faculty Employees .....	152
10.9 Faculty Teaching General Interest Courses .....	154
10.10 Major Curriculum Revisions - Full-time Faculty Employees .....	155
10.11 Non Teaching Functions .....	156
10.12 Scholarly/Professional Activity .....	156
10.13 Supervision .....	156
10.14 Coaching .....	156
10.15 Travel .....	156
10.16 Travel Expenses .....	158
10.17 Community Affairs .....	158
10.18 Professional Development .....	158
10.19 Workload Assignment .....	159
<b>ARTICLE 11 SALARIES</b> .....	160
11.1 Criteria for placement - Full-time Faculty Employees .....	160
11.2 Salary Increments - Full-time Faculty Employees .....	161
11.3 Salary Schedule - Full-time Faculty Employees .....	162
11.4 Advancement to Higher Steps - Full-time Faculty Employees .....	162
11.5 Criteria for placement - Part-time Faculty Employees .....	162
<b>ARTICLE 12 LEAVES, PAID AND UNPAID</b> .....	164
12.1 Vacation Entitlement - Full-time Faculty Employees .....	164
12.2 Vacation Entitlement - Part-time Faculty Employees .....	164
12.3 Statutory Holidays .....	165
12.4 Educational Leave .....	165
12.5 Exchange Leave .....	166
12.6 Jury Duty and Court Appearance .....	167
12.7 Compassionate Leave .....	167
12.8 Sick Leave - Full-time Faculty Employees .....	167
12.9 Sick Leave - Part-time Faculty Employees .....	169
12.10 Physical and Mental Disability - Full-time Faculty Employees .....	170
12.11 Maternity/Adoption Leave .....	171
12.12 Paternity Leave .....	171
12.13 Parental Leave .....	172
12.14 Leaves beyond Termination .....	172
12.15 Leaves for Continuing Part-time Faculty Employees .....	173
12.16 Short Term Personal Leave .....	173
12.17 Extended Leave of Absence Without Pay	
- Full-time Faculty Employees .....	173
12.18 Political Leave of Absence - Full-time Faculty Employees .....	175
12.19 Partial Leaves - Full-time Faculty Employees .....	176

12.20	Job Share.....	177
12.21	Conditions of Extended Leaves - Full-time Faculty Employees .....	178
12.22	Self-Funded Leave Plan.....	178
<b>ARTICLE 13 PROFESSIONAL DEVELOPMENT FUNDING .....</b>		<b>179</b>
13.1	Professional Development Funds .....	179
13.2	Classification of Professional Development.....	180
13.3	Allocation of Professional Development Funds .....	181
13.4	Committees .....	181
13.5	Procedures for Educational Leave .....	183
13.6	Procedures for Short-Term Professional Development Activities .....	185
<b>ARTICLE 14 HEALTH AND WELFARE BENEFITS.....</b>		<b>187</b>
14.1	Pension Plan.....	187
14.2	Employee Family Assistance Programme .....	187
14.3	Advisement on Benefits.....	187
14.4	Medical - Insurance plus Extended Coverage .....	187
14.5	Lens Coverage - Full-time Faculty Employees .....	188
14.6	Group Life and Disability Insurance - Full-time Faculty Employees .....	188
14.7	Dental Plan - Full-time Faculty Employees.....	188
14.8	Benefits - Continuing Part-time Faculty Employees .....	188
14.9	Bridging of Benefits for Continuing Part-time and Sessional Faculty .....	189
14.10	Benefits for Faculty on Long Term Disability.....	189
14.11	Moving Expenses - Full-time Faculty Employees.....	190
14.12	Changes to Benefit Contracts .....	190
14.13	Early Retirement Incentive Plan.....	191
<b>ARTICLE 15 EMPLOYEE RIGHTS.....</b>		<b>194</b>
15.1	No Discrimination.....	194
15.2	Workers with Disabilities .....	194
15.3	Harassment.....	195
15.4	Academic Freedom.....	197
15.5	Indemnity .....	197
15.6	Health and Safety .....	198
<b>ARTICLE 16 GENERAL PROVISIONS.....</b>		<b>202</b>
16.1	Appointment of Administrators .....	202
16.2	Management Performing Teaching Duties .....	204
16.3	Copyright .....	204
16.4	Subsidiary Employment - Full-time Faculty Employees.....	205
16.5	Governance - Education Council.....	205
<b>SCHEDULE A</b>	Full-time Faculty Salary Scale.....	<b>206</b>
<b>SCHEDULE B</b>	Part-time Faculty Salary Scale.....	<b>207</b>
<b>LETTERS OF AGREEMENT .....</b>		<b>208</b>
	Division Dean Appointments and Re-Establishment of Seniority .....	209

Provision Of Additional Educational Resources .....	210
Evaluation Procedures for Faculty .....	211
Secondments To/From the College of New Caledonia and Public Post-Secondary and other institutions in British Columbia .....	212
Transition of the Northern Collaborative Baccalaureate Nursing Program .....	214
Adjunct Appointment Committee: NCBNP .....	217
Educational Leave Flexibility .....	218
Non Regular Seniority Rights.....	220
 <b>APPENDIX A &amp; B</b> VALT Agreement .....	 227
 <b>INDEX</b> .....	 232

## 1. INTRODUCTION

1.1 Parties to the Agreement  
THIS AGREEMENT made

BETWEEN

COLLEGE OF NEW CALEDONIA BOARD  
(hereinafter called "Board")  
OF THE FIRST PART

AND

FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
(hereinafter called "Faculty Association")  
OF THE SECOND PART

WHEREAS the Board is the "employer" as defined by the *Labour Relations Code (1992) of British Columbia*;

AND WHEREAS the faculty members of the College are the "employees" as defined by the *Labour Relations Code (1992) of British Columbia*;

AND WHEREAS the Faculty Association is defined as a trade union by the *Labour Relations Code (1992) of British Columbia*;

AND WHEREAS the Faculty Association is certified by the *Labour Relations Board* as the sole collective bargaining agent for all full-time and part-time faculty employees of the College of New Caledonia primarily engaged in teaching functions including instructors in academic, technical and vocational programmes, college and career preparation programmes, and continuing education programmes, except part-time instructors employed to teach general interest courses.

NOW THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree that:

1.2 Preamble

1.2.1 The parties recognize that the College is an educational institution committed to meeting the needs of the region it serves and to providing relevant educational opportunities for persons of all ages, backgrounds and experiences.

### 1.2.2 Employment Equity

The Faculty Association and the College support the principle of employment equity for women, visible minorities, First Nations peoples, and individuals with disabilities.

### 1.2.3 Purpose of Agreement

The purpose of this Agreement is to promote the quality of the education provided at the College. The terms and conditions contained in this Agreement are designed to promote harmonious relations within the College and to facilitate the just settlement of disputes and misunderstandings.

### 1.2.4 Jurisdiction

If a new position is being created at the College that includes both work normally performed by faculty employees and work normally performed by support staff, the College agrees to provide a description of the duties and responsibilities of the position to the Faculty Association in advance of implementation. It is the College's intent that the period of notice will be adequate for the joint committee referred to in Article 2.9 to review the proposed duties and responsibilities of the position and its inclusion in or exclusion from the Faculty Association bargaining unit.

In the event of a jurisdictional dispute over the position, the College may fill the position and work it pending resolution of the dispute through mutual agreement of all parties or mechanisms contained in applicable legislation. Article 3 of this agreement shall not be applicable to disputes arising from this Article.

### 1.2.5 Position Designation

- a. The College will give preference to the designation of full-time faculty positions rather than part-time faculty positions subject to such operational requirements as the quality of programmes, attainment of programme objectives, the need for special qualifications and the market acceptability of the programmes to employers, students and the community, and consultation with programme faculty.
- b. The College shall not manipulate the appointment provisions of 5.7 for the purpose of avoiding a continuing part-time appointment. This shall not limit the College's right to hire in all other respects subject to the terms of this agreement.

## 1.2.6 Contracting Out

### a. Job Security For Employees

- i. The College recognizes that the role of faculty is primary within the instructional activities of the College. Although effective delivery of post-secondary education and training requires flexibility to respond to the needs of a diverse range of clients, contracting out will not detract from the primary role of faculty employees.
- ii. Contracting out will not result in the lay-off, loss of sessional recall rights, or loss of continuing part-time right of first refusal of any employee covered by this agreement.

### b. Protection of Bargaining Unit Work

- i. The College will not contract out in order to avoid hiring part-time or sessional faculty nor restrict the normal growth of the work performed by the bargaining unit as the College operations grow.
- ii. When a faculty appointee or a part-time faculty employee on the non-regular seniority list leaves his/her employment, the College shall not fill that particular vacancy with a contractor.

- c. The College acknowledges that it is in the best interest of all concerned that every effort be made to utilize members of the bargaining unit to teach as many of the courses and programmes offered by the College as possible. On its part, the Association appreciates the changing educational environment and recognizes the ongoing need for the College to offer a variety of competitive courses and programmes which require supplementary or special qualifications/expertise; the Association agrees that these are the type of occasions which may necessitate the College's use of external organizations or persons best suited for the delivery of the specific course/programme. Furthermore, the Association recognizes that there will be courses/programmes which can be offered more efficiently/competitively by a contractor since the contractor provides a "ready-made" instruction package which may include marketing strategy, curriculum and course objectives, equipment, learning materials, supplies, course evaluation and a particular level of expertise/certification/qualifications. It is also understood

that there will be courses/programmes which logically should be provided by a bone fide contractor when that contractor is specifically requested by a third party on the understanding that the course would only proceed on that basis.

- d. In keeping with these mutual understandings, the College undertakes to give every reasonable consideration to utilizing members of the bargaining unit prior to entering into any instructional contract(s).
- e. The College will assist faculty members in developing the skills and expertise necessary to provide additional/new courses and programmes as College operations change; the College and the Association agree that it is appropriate to use the existing professional development committee and funds for that purpose.

#### 1.2.7 Contracting Out Review Process

- a. When an instructional contract is entered into by the College, the following information shall be provided promptly to the Association:
  - i. title and length of course;
  - ii. names of contractors and qualifications required by the College and/or specified by the third party;
  - iii. credit, certification or recognition received by the course or programme;
  - iv. full description of the course or programme similar to the course descriptions found in the College calendar; and
  - v. target population and/or prospective clients.

The information shall be of sufficient detail to enable the Association to assess whether the course/programme being contracted out is consistent with the provisions of this Letter of Understanding and/or the provisions of the Collective Agreement. The foregoing does not preclude the College from providing such information to the Association in advance of entering into an instructional contract, if timing and circumstances permit.

- b. A Joint Contracting Out Committee will be established immediately. The Committee will be comprised of two appointees of the College and two appointees of the Association and may be supplemented by resource persons as required given the nature of matters raised. If the Association has a concern arising from the information provided under 1.2.7 a, the matter will be referred to the Joint Contracting Out Committee for discussion; in requesting a meeting in this regard, the Association will provide the College with reasonable advance notice of the particular areas of concern to be discussed.
- c. **Dispute Resolution Mechanism**  
If the Association is not satisfied with the explanation for the contracting out decision provided by the College representatives on the Joint Contracting Out Committee and there is no agreement of the Committee members, the Association may refer the matter to Step 2 of the grievance procedure in the Collective Agreement. If unresolved, the dispute may then be referred by the Association to expedited arbitration using the following process:
- i. One of the following persons will be chosen as arbitrator on a random basis:
- Stephen Kelleher
  - Paul Devine
  - John McConchie
  - Cathy Bruce
  - Rod Germaine
- ii. The matter will be heard by the arbitrator within ten (10) weeks of the date of the arbitrator's selection. In the event that the arbitrator selected cannot hear the matter within this ten (10) week limit, the parties shall refer the case to the first available arbitrator on the list.
- iii. In the arbitration, the primary onus will be on the College to provide justification for the contracting out decision and reasons why the course or programme was not offered to faculty employees (in keeping with this article and in particular the standard established in 1.2.6 d.).

- iv. Where the arbitrator determines that a breach of the Collective Agreement has occurred, the arbitrator may order any remedy that is consistent with Section 89 of the *Labour Relations Code*.
  
- d. In a spirit of collegial cooperation and in an environment of open and frank dialogue, the Joint Contracting Out Committee will meet on a regular basis to review contracting out decisions that have been made and will examine possible alternatives to contracting out the various courses/programmes in subsequent College offerings. Accordingly, any discussions which take place in the Joint Contracting Out Committee are without prejudice and will not be introduced during any arbitration proceedings.

#### 1.2.8 Post-Secondary Educational Opportunities in Northern British Columbia

- a. The parties recognize that the post-secondary educational opportunities in the area served by the College of New Caledonia are best enhanced by a co-operative, integrated plan developed through structures which allow those institutions, agencies, and workers who deliver and support the delivery of programmes to be involved as equal partners.
  
- b. The College shall not make a decision to enter into any agreements in the future with U.N.B.C., O.L.A., Community Skills Centres, or any other public post-secondary institutions (including the Prince George Native Friendship Centre) that materially affects the work of the bargaining unit or the terms and conditions of faculty employees without prior consultation with the Association; this shall involve meaningful discussion by the parties and full disclosure of the information related to such agreements.
  
- c. The College will support the request of current employees to be seconded to the University and other agencies and continue to be entitled to benefits of this Collective Agreement, subject to the terms and conditions of such secondment agreements and appointments being agreed to by the parties to this Collective Agreement.

### 1.3 Term of the Agreement

1.3.1 This Agreement, unless changed by mutual consent of both parties, shall be in force and effect from the date of signing to March 31, 2001; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.

1.3.2 The notice required under 1.3.1 above shall be validly and sufficiently served to the President or to the President of the Faculty Association at least four months prior to the expiry of this Agreement.

1.3.3 If no new agreement is reached at the expiration of this Agreement, or if negotiations are continued beyond the date of expiry of this Agreement, or if the collective bargaining process is referred to mediation under 1.4 below, this Agreement shall remain in force up to the time a subsequent agreement is reached, or until the Faculty Association commences a strike or the College commences a lockout.

### 1.4 Provision for Mediation of the Collective Bargaining Process

1.4.1 Where a difference arises between the parties relating to the negotiations towards a new collective agreement, and only with the mutual agreement of the parties, a person may be selected and requested to:

- i. investigate the difference(s)
- ii. define the issue in the difference(s) and
- iii. make recommendations to assist the parties to resolve the difference(s).

Both parties agree that, failing mutual agreement or satisfactory resolution of the difference(s), either party retains their rights at law to pursue any other process.

### 1.5 Modification of the Agreement

Any change deemed necessary in this Agreement may be made only by mutual written agreement of the parties at any time during the life of this Agreement.

- 1.6            Number  
When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.
- 1.7            Reference to Legislation  
Wherever legislation (both federal and provincial) is specifically referred to in this Agreement, failure of the College or the Faculty Association to abide by the conditions of such legislation shall be subject to the grievance and arbitration procedures of this Agreement.
- 1.8            Strikes and Lockouts  
There must be no strikes, lockouts or illegal job action so long as this Agreement remains in effect.
- 1.9            Agreements Responsibilities  
Except with the mutual consent of the Faculty Association and the Board, faculty employees must not make any written or oral agreements with the employer which conflict with the terms of this Agreement nor must the employer ask, require or permit them to do so.
- 1.10          Definitions
- 1.10.1        "Faculty Employee" denotes all teaching faculty, librarians, counsellors, study skills instructors, and laboratory demonstrators as included in the certification of the Faculty Association of the College of New Caledonia as a trade union.
- 1.10.2        "Full-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 whose workload is as described in one of 10.2.1, 10.3.1, 10.4.1, 10.5.1, 10.6.1, 10.7.1, or 10.8.1.
- 1.10.3        "Part-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 other than a full-time faculty employee.

- 1.10.4 "Faculty Association" denotes the Faculty Association of the College of New Caledonia, certified as a trade union and the sole bargaining agent for College faculty employees as defined in 1.10.1 above.
- 1.10.5 "Directors of the Faculty Association" denotes the Board of Directors of the Faculty Association of the College of New Caledonia as defined under the constitution of the Association.
- 1.10.6 "President" denotes the Chief Executive Officer of the College of New Caledonia.
- 1.10.7 "Board" denotes the Board of the College of New Caledonia.
- 1.10.8 "Vice President" denotes the administrator directly responsible for one of the two major functional areas of the College; namely, Academic, and Administration and Bursar wherein faculty employee positions have been established.
- 1.10.9 "Associate Director" or "Director" or "Division Dean" or "Regional Manager" denotes the administrator directly responsible for the management of a faculty employee's division.
- 1.10.10 A "General Interest Course" is any course taken primarily for recreational education purposes which does not:
- a. receive formal recognition by the College of New Caledonia, an outside government agency or Ministry, a professional association, a registered accrediting body, or another recognized educational institution; or
  - b. contain major components of College of New Caledonia courses and programmes as classified in 10.1, including curriculum and evaluation standards; or
  - c. lead directly to the present or immediately intended occupation of the prospective students.

It is specifically agreed that G.E.D. and Study Skills courses are not considered General Interest courses. College of New Caledonia course completion certificates may be issued for General Interest Courses, but the student's registration and performance will not form part of the student's permanent record at the College. For the purposes of this Agreement, professional development seminars of one (1) week

or less offered by the Enterprise Development Centre are considered General Interest courses.

- 1.10.11 "Average" denotes the arithmetic mean.
- 1.10.12 A "lecture, seminar, tutorial, laboratory, student-contact, practicum supervision, or classroom teaching hour" denotes a sixty (60) minute period which includes fifty (50) minutes of instruction and ten (10) minutes of break.
- 1.10.13 "Discipline" denotes a field of study such as Mathematics, Psychology, Welding, Economics, Dental Assisting, A.B.E. - Science, etc.
- 1.10.14 "Technological change" means changes introduced by the College in the manner in which it carries out teaching operations and services where such change or changes affects the terms and conditions or security of employment of any member of the bargaining unit or alters the basis on which this Agreement was negotiated.
- 1.10.15 For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification 10.2 and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15.
- 1.10.16 For full-time faculty employees "Working Day(s)" refers to all days, Monday through Saturday inclusive, of any week of the year, excluding College and statutory holidays.
- Where a teaching assignment includes a Saturday, prior permission of the faculty employee shall be obtained. In the case of a probationary or sessional employee's work schedule including a Saturday, prior approval of the Faculty Association is also required.
- 1.10.17 For part-time faculty employees "Working Day(s)" refers to all days, Sunday through Saturday inclusive, of any week of the year, excluding College and statutory holidays.
- 1.10.18 For full-time faculty employees a "Working year" is the twelve-month period from August 1 to July 31. All appointments to the faculty, unless otherwise stated in writing, are for the working year.

- 1.10.19 A faculty employee's work schedule shall not exceed five consecutive working days after which he/she shall have 2 consecutive days off.

## 2. FACULTY ASSOCIATION SECURITY

### 2.1 Membership in the Faculty Association

All new faculty employees shall, as a condition of employment, become and remain members in good standing of the Faculty Association.

All employees within the bargaining unit of the Faculty Association who are already members of the Association shall, as a condition of employment, remain members in good standing of the Association.

All employees within the bargaining unit of the Faculty Association who are not members of the Association at the date of signing of this Agreement may become members of the Association, but shall not be required to do so. If they chose to become members of the Faculty Association, they shall, as a condition of employment, remain members in good standing of the Association.

### 2.2 Checkoff of Association Dues

2.2.1 For all faculty employees the Board agrees to the compulsory checkoff of all Faculty Association dues, initiation fees and other assessed charges of the Faculty Association as a condition of employment.

2.2.2 The Board agrees to deduct each month from the monthly salary of each faculty employee Faculty Association dues as determined by the Faculty Association and to deduct any other assessed charges as determined by the Faculty Association. This sum shall be transmitted to the Faculty Association without delay. Before the College is obliged to deduct any amount under 2.2.1, the Secretary or President of the Faculty Association must advise the Bursar's Office in writing, by copy of a resolution passed at a general meeting of the Association, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Faculty Association signed by the Secretary or President of the Faculty Association. Upon receipt of such notice, such changed amount shall be the amount deducted.

2.2.3 The Board agrees to inform new faculty employees that an Agreement between parties is in effect and with the conditions of employment set out in 2.1 and 2.2 dealing with union membership and dues checkoff. New faculty employees shall be presented with a copy of the Agreement with their letter of appointment.

2.2.4 The College shall require all new faculty employees, at the time of hiring, to complete a Faculty Association membership application and execute an assignment of wages for Faculty Association dues. The membership application and the form for the assignment are to be provided by the Faculty Association. The completed membership application is to be forwarded to the Faculty Association within five (5) working days. The form for assignment of wages is to be completed in duplicate with one copy being forwarded to the Faculty Association within five (5) working days of execution.

### 2.3 Rights of Faculty Employees

2.3.1 A copy of this Agreement shall be distributed by the Board free of charge to all faculty employees employed under the terms of this Agreement. In addition, a reasonable number of extra copies shall be provided free of charge at the request of the Faculty Association.

2.3.2 Within thirty (30) calendar days of ratification of the agreement by both parties, the parties to the agreement shall prepare and sign the new Collective Agreement. Copies of the Collective Agreement shall be distributed to faculty employees within two (2) weeks of the date of signing.

### 2.4 Leaves of Absence for Faculty Association Business

2.4.1 The maximum workload of the President of the Faculty Association shall be no more than three-quarters (3/4) of the prescribed maximum excluding scheduled office hours (see Article 10). If the Faculty Association wishes to reduce this amount up to three-quarters (3/4) release of the prescribed maximum, the Faculty Association agrees to reimburse the College for all costs related to the cost of replacement, where such replacement is provided. If the Faculty Association wishes to reduce this amount up to full-time release, article 2.4.3 shall apply.

2.4.2 Any faculty employee who is a member of the contract committee, a steward, or a Director of the Faculty Association shall have the opportunity of attending meetings with the administration and/or the Board that are held within working hours without loss of salary or benefits. The College shall assist the faculty employee in making satisfactory arrangements to cover his/her instructional duties as required by attendance at such meetings. Times for such meetings shall be mutually agreeable.

- 2.4.3 For full-time positions within the Faculty Association or any organization to which the Faculty Association or the College is a member, a leave of absence may be granted (12.17) upon a minimum of two months written notice. No reasonable request shall be denied.
- Such a faculty employee continues to receive full salary and benefits. The Faculty Association agrees to reimburse the College with the full amount of such salary and benefits as well as the reasonable recruitment expense for the faculty employee's replacement, where such replacement is provided.
- 2.4.4 The College must grant, on written request from the Faculty Association, the requested part-time release for faculty employees selected for positions within the Faculty Association or any organization of which the Faculty Association or the College is a member. Such a faculty employee continues to receive full salary and benefits and the Faculty Association shall reimburse the College for the cost of replacement, where such replacement is provided, except in the case of the Faculty Association President's workload reduction (2.4.1).
- 2.4.5 Absence from duties shall be permitted where it is required in connection with the handling of, or participation in, a grievance or arbitration provided that permission is received in advance from the appropriate Director/Division Dean or Vice President. Such permission shall not be unreasonably withheld. Time spent during a faculty employee's normal working hours in the handling of, or participation in, grievance or arbitration shall be considered time worked. Such time, as well as additional time spent in rescheduled activities, shall not qualify for overload remuneration. These provisions apply only to those members expressly identified by the Faculty Association as being involved in and integral to the procedures of grievance and arbitration, including witnesses.
- 2.4.6 Leave of absence with pay shall be permitted where it is required for attendance at hearings and court actions relating to the application of this Agreement, provided that permission is received in advance from the appropriate Director/Division Dean or Vice President. Such permission shall not be unreasonably withheld. These provisions apply only to those faculty employees expressly identified by the Faculty Association.

2.5 Use of College Facilities by the Union

2.5.1 Meeting space shall be provided free of charge on a basis of booking priority.

2.5.2 Other facilities, such as the use of equipment, shall continue to be charged to the Faculty Association on the current basis.

2.6 List of Faculty Association Officers and Representatives

The Faculty Association shall provide the College with a list of its officers and any other official designates. This list shall be kept current by the Faculty Association at all times.

2.7 Picket Lines

2.7.1 Faculty employees shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code (1992) of British Columbia or in the Canada Labour Code. Any faculty employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

2.7.2 Faculty employees should not expect to receive pay for work not performed or pay for statutory holidays in exercising these rights.

2.7.3 If a faculty employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

2.7.4 Failure to cross a picket line while carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

2.8 Union Rights to Information

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- position advertisements (to be provided at the time of advertising),
- appointments, including term of appointment, classification, department, course title, number of hours for all part-time faculty and salary step,
- transfers,

- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

2.8.1 In addition, the College shall provide the Faculty Association with notification of intent to remove a non-regular faculty member from the Non-Regular Seniority List thirty (30) days prior to the proposed removal from the list.

## 2.9 Association - College Relations

The Faculty Association and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, changes to employee benefits, classifications, services and labour-management relations. To this end, the Faculty Association Executive and the College agree to establish a joint Committee, consisting of two (2) appointees for each party. It is agreed that meetings of this Committee shall be held on a monthly basis, unless either party wishes to call a meeting more frequently. Meetings shall be held at a time and place fixed mutually. However, such meetings will be held not later than ten (10) working days after a request for a meeting has been received. Employees shall not suffer any loss of basic pay for time spent at such meetings.

The College and the Faculty Association shall alternate in presiding over meetings.

This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.

The Committee shall have the power to make recommendations to the Association and the College on the following general matters:

- a. reviewing matters, other than grievances, relating to the maintenance of good relations between the parties, and
- b. correcting conditions causing grievances and misunderstandings.

## 2.10 Introduction of Degree-Completion Programmes

The College and the Faculty Association recognize the importance of expanding access to degree-completion programmes in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programmes proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programmes or should the College enter into an agreement with an existing or new degree-granting institution to provide access to degree-completion programmes beyond first and second year level using College instructional personnel, the College and the Faculty Association agree as follows:

- a. That the Faculty Association shall be the sole bargaining agent for all full-time and part-time employees of the College of New Caledonia primarily engaged in teaching functions of degree-completion programmes.
- b. That the Faculty Association and the College shall, within sixty (60) days of the College decision and approval of the introduction of degree-completion programmes, commence negotiations on matters affecting faculty involved in the introduction and delivery of such programmes.

Without limiting the generality of the foregoing, such matters shall include faculty duties and responsibilities, workload, seniority, non-teaching functions, salary and benefits. This list of matters for negotiation does not constitute either party's agreement to the necessity of changes to articles relating to such matters.

Should the College and the Faculty Association be unable to reach agreement on issues raised during negotiations by either party affecting faculty involved in the introduction and delivery of such programmes, the matter(s) of disagreement shall be referred to arbitration under Article 3.6. The decision of the arbitrator shall have the force of Collective Agreement provisions.

### 3. GRIEVANCE AND ARBITRATION PROCEDURES FOR FACULTY EMPLOYEES

#### 3.1 Grievances

The Board and the Faculty Association recognize that grievances may occur.

#### 3.2 Nature of a Grievance

A grievance is any complaint or difference between the parties relating to the application, operation, interpretation or alleged violation of this Agreement or to whether any matter in this Agreement is arbitrable.

#### 3.3 Informal Resolution of Grievance

3.3.1 A faculty employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her Director/Division Dean in an effort to resolve the matter promptly and informally.

3.3.2 Any resolution of the grievance or complaint in this manner shall be consistent with this Agreement, but shall not be binding upon the Faculty Association, the Board, or any other faculty employee.

3.3.3 If the Faculty Association is of the opinion that a complaint or a grievance has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Faculty Association may make a formal grievance concerning such a resolution.

#### 3.4 Formal Grievance Procedure - Union

A grievance may be formally initiated by the Faculty Association on behalf of an individual employee or the Association and shall proceed by the following steps without delay and without work stoppage:

3.4.1 The grievance shall first be submitted in writing to the appropriate Vice President within six (6) calendar weeks of the time the Faculty Association could reasonably have become aware of the grievable action having taken place.

3.4.2 If the grievance is not satisfactorily resolved by 3.4.1, the Directors of the Faculty Association shall submit the grievance in writing to the President.

- 3.4.3 If the grievance is not resolved to the satisfaction of the Directors of the Faculty Association by 3.4.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Directors of the Faculty Association to the Board.
- 3.4.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:
- a. At the stage described in 3.4.1 ("Step One")
    - i. a written reply shall be given to the Faculty Association within seven (7) calendar days of the receipt of the grievance by the Vice President. The written reply shall state the reason(s) for the denial. Failure of the College to comply with the time limits shall advance the grievance to the next stage.
    - ii. if the grievance is not advanced to the next stage described in 3.4.2 ("Step Two") within seven (7) calendar days of the receipt of the written reply from the Vice President, it shall be deemed to have been abandoned.
  - b. At the stage described in 3.4.2 ("Step Two")
    - i. a written reply shall be given to the Faculty Association within seven (7) calendar days of the receipt of the grievance by the President. The written reply shall state the reason(s) for the denial.
    - ii. if the grievance has not been resolved within seven (7) calendar days of the receipt of the written reply from the President, it shall, at the request of the Directors of the Faculty Association, be referred to binding arbitration under 3.4.3.
- 3.4.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.4. In no event shall a grievance be denied due to a procedural technicality.
- 3.4.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to binding arbitration under 3.6 for resolution.

- 3.4.7 The parties agree that, in the event of a grievance arising from personal or sexual harassment the procedure as outlined in Article 2 of the Common Agreement shall apply.
- 3.5 Formal Grievance Procedure - Board
- 3.5.1 For the purpose of Article 3.5, a grievable action is any action specified as a responsibility of the Faculty Association under this Agreement. A grievance may be formally initiated by the Board and shall proceed by the following steps without delay and without work stoppage.
- 3.5.2 The grievance shall be submitted in writing to the Faculty Association within two (2) calendar months of the time the Board could reasonably have become aware of the grievable action having taken place.
- 3.5.3 If the grievance is not resolved to the satisfaction of the Board by 3.5.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Board to the Faculty Association.
- 3.5.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:
- a. If the grievance at the stage described in 3.5.2 above has not been satisfactorily resolved within three (3) calendar weeks from the date of receipt of the grievance by the Faculty Association, it shall at the request of the Board be referred to binding arbitration under 3.5.3.
  - b. At the stage described in 3.5.2 above, a written reply shall be given to the grievor within two (2) calendar weeks of the receipt of the grievance by the Faculty Association.
- 3.5.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.5. In no event shall a grievance be denied due to a procedural technicality.

3.5.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to the Board and the Directors of the Faculty Association for resolution. If the difference cannot be resolved in this way, the question of interpretation of this article (3.5) shall be referred to binding arbitration under 3.6.

3.6 Arbitration Procedure

3.6.1 Grievances referred to arbitration under 3.4.3, 3.4.4(b), 3.5.3 and 3.5.4(a) above or other matters referred to arbitration under the terms of this Agreement shall be submitted to an Arbitration Board for final and conclusive settlement.

3.6.2 The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

D. Munroe  
R. Blasina  
S. Kelleher  
L. Smith

If the parties cannot agree on a mutually acceptable name from this list, it is agreed that, the selection of the arbitrator shall be made by lot from the aforementioned list.

3.6.3 The decision in writing of the Arbitrator shall be final and binding on both parties, but the Arbitration Board shall have no power to alter, modify or amend this Agreement in any respect.

3.6.4 The decision arrived at under 3.6.3 shall be made and transmitted in writing to both parties within twenty-one (21) calendar days from the date of the appointment of the Arbitrator.

3.6.5 The Arbitration Board shall provide full opportunity to all parties to present evidence and make representation to it.

3.6.6 The Arbitration Board shall have the power to determine whether a particular grievance is arbitrable.

- 3.6.7 Each party to the arbitration shall pay its own expenses and costs of arbitration, and one-half the compensation and expenses of the Arbitrator and of stenographic and other expenses of the Arbitration Board.
- 3.6.8 Extensions of the time periods in the arbitration procedure described in 3.6 shall be made only by agreement of the parties in writing.
- 3.6.9 In the event of a dispute over the interpretation of the Arbitrator's decision, then either party may request a clarification of the decision from the Arbitrator. Such clarification is part of the Arbitrator's decision and any costs related thereto shall be shared equally.

#### 4. FACULTY RESPONSIBILITIES

##### 4.1 General

The responsibilities herein outlined are intended as a guide for the identification of classifications of employees and are not intended as job descriptions definitive of the job content of any occupational group within the bargaining unit.

Subject to Articles 10 faculty employees are expected to fulfil only those responsibilities outlined below. An evaluation of these responsibilities shall be the major factor in considering continuing employment and salary increments.

##### 4.2 Responsibilities of Teaching Faculty

4.2.1 To teach the appropriate subject areas and to include all subject matter or skills as are required in College programmes.

4.2.2 To be available to students for consultation or discussion outside of classroom hours.

4.2.3 To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.

4.2.4 To maintain records of student enrolment and such other records as may reasonably be required by the College.

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

4.2.6 To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (4.2.6) apply only to full-time faculty employees.

4.2.7 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programmes and curricula, and the development of teaching aids and

special instructional materials. For the purpose of evaluation, these responsibilities (4.2.7) apply only to full-time faculty employees.

#### 4.3 Responsibilities of Librarians

4.3.1 To develop the collection of the CNC Resource Centre, under the supervision of the Head, College Resource Centres.

4.3.2 To extend bibliographic control over the collection so as to make it easily accessible and useful.

4.3.3 To provide both formal and informal instruction in the use of the Resource Centre to students and other users through lectures, tours, and written guides.

4.3.4 To help faculty meet their instructional responsibilities, and to provide a variety of information services to students, other members of the College community, and the general public.

4.3.5 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.

4.3.6 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programmes and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (4.3.6) apply only to full-time faculty employees.

#### 4.4 Responsibilities of Counsellors

4.4.1 To offer professional services in educational and career planning, in orientation to post-secondary education, in identifying vocational goals and resources, and in intensive counselling for personal problems, where appropriate.

4.4.2 To provide counselling services to College students, faculty employees, and to members of the community at large.

- 4.4.3 To undertake, in accordance with procedures developed by the counsellors and approved by the Director/Division Dean/Regional Manager, testing and interpretation for students and prospective students in the areas of aptitude, vocational interest, intelligence and personality.
- 4.4.4 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.
- 4.4.5 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation and student job placement. For the purpose of evaluation, these responsibilities (4.4.5) apply only to full-time faculty employees.
- 4.5 Responsibilities of Study Skills Instructors
- 4.5.1 To provide services such as diagnostic and placement testing, to assist in programme counselling, and to provide general consultation about study skills to College students, faculty employees and members of the community at large.
- 4.5.2 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.
- 4.5.3 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation. For the purpose of evaluation, these responsibilities (4.5.3) apply only to full-time faculty employees.
- 4.5.4 When teaching study skills courses, study skills instructors shall be covered by the provisions of Article 4.2.

#### 4.6 Responsibilities of Laboratory Demonstrators

4.6.1 To teach only the laboratory sections in the appropriate subject areas and to include all subject matters or skills as are required in College programmes.

4.6.2 To be available to students for consultation or discussion outside classroom hours.

4.6.3 To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.

4.6.4 To maintain records of student enrolment and such other records as may be required by the College.

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

4.6.6 To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (4.6.6) apply only to full-time faculty employees.

4.6.7 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programmes and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (4.6.7) apply only to full-time faculty employees.

4.6.8 The faculty teaching lecture courses shall consult with the laboratory demonstrator in the same discipline over the nature of laboratory assignments and their time of presentation.

#### 4.7 Responsibilities of Coordinators

In accordance with article 5.5, these responsibilities (4.7) apply only to full-time faculty employees.

- 4.7.1 To provide a liaison between the Director/Division Dean/Regional Manager or Vice President and other faculty employees.
- 4.7.2 To assist in academic planning.
- 4.7.3 To assist in the preparation of new courses and programmes and coordinate curriculum changes and developments.
- 4.7.4 To assist in the preparation of workload assignments.
- 4.7.5 To coordinate timetabling, registration and calendar changes with Student Services.
- 4.7.6 To represent the Director/Division Dean/Regional Manager or Vice President in certain educational and curriculum matters.
- 4.7.7 To participate extensively in the responsibilities listed in articles 4.2.6, 4.2.7, 4.3.6, 4.4.5, 4.5.3, 4.6.6, and 4.6.7.
- 4.7.8 To participate extensively in curriculum development or community affairs.
- 4.7.9 To coordinate student field placements.

## 5. TYPES OF FACULTY APPOINTMENTS

### Full-Time Faculty Appointments

#### 5.1 Sessional Positions

5.1.1 Sessional positions are to be used for a replacement need, clearly identified temporary need, and may be a position not funded through the Programme Profile process (outside the College's base budget). The Faculty Association shall be notified in writing of the College's intent to utilize a sessional position and the specific purpose as outlined in this Article at least prior to advertisement. Subject to Articles 6.6 and 5.2.5, a sessional position carries no implication of renewal beyond the term of appointment nor of any subsequent transfer.

5.1.2 A sessional position, shall after two (2) cumulative teaching years become a regular full-time position. For the purposes of Articles 5.1, 5.2 and 6.6, "cumulative teaching year" denotes a total of twelve (12) months of sessional positions including preparation, and vacation time and professional development time. Both consecutive and intermittent positions (exclusive of positions of four (4) weeks or less) separated by five (5) months or less must count towards this total. Although the sessional position is regularized after two (2) cumulative teaching years, the filling of the regularized position shall not occur until after the completion of the appointment of any sessional incumbent.

5.1.3 For the purposes of Articles 5.1, 5.2 and 6.6, a position is a full-time work assignment within a discipline or subject area at the same campus location made for a reason specified in 5.1.1. For the purposes of 5.1, 5.2 and 6.6, campus location means the specific city or town (or its equivalent). For the purposes of regularization 5.1.2, a sessional position shall be deemed to be continued if it is a continuation of the same specific replacement need, the same specific temporary need, or the identical or general subject material and instructional nature associated with the original position at the original campus location.

#### 5.2 Sessional Appointees

- 5.2.1 A faculty employee appointed to a sessional position of more than four (4) weeks, shall receive a prorated salary (see Schedule A) and full fringe benefits (See Article 14). The term of such an appointment shall include prorated vacation, prorated preparation time and, if applicable under 5.2.2, professional development time. Preparation time shall be calculated at the rate of one (1) working day for each month of the appointment and shall normally be added at the commencement of the appointment prior to the beginning of teaching or other duties. Vacation time shall be calculated at the rate of 4.3 working days for each instructional month of the appointment (including preparation time), with the total number of days rounded. Unless determined otherwise by mutual agreement of the faculty employee and the College, professional development time (or preparation and vacation, as applicable) shall not be cumulative from one appointment to another.
- 5.2.2 A faculty employee appointed to a sessional position of four (4) weeks or less shall receive a prorated salary (see Schedule A) and only those fringe benefits (including vacation pay) guaranteed by law.
- 5.2.3 After each cumulative teaching year, the Board, under the conditions of 11.2 (Salary Increments) shall credit the faculty employee with one (1) step on the salary scale.
- 5.2.4 When a sessional position becomes a regular full-time position under Article 5.1.2, the faculty employee who has completed a minimum of eighteen (18) cumulative teaching months in the sessional position that is being regularized shall have the right of first refusal to the regular position provided he/she has not received unsatisfactory evaluations and the regular position becomes available within eighteen (18) months of completion of the sessional appointment. Should the sessional appointee with the right of first refusal refuse an appointment to the position, others who have held the same sessional positions shall be short-listed, if applied for.
- 5.2.5 When a person previously appointed to a sessional position accepts a regular or regularized position under any of the provisions of Article 5.1, the time spent as a sessional appointee shall count toward the probationary period of Article 5.3 and towards placement on scale where the experience as a sessional appointee has been in a relevant discipline as the regularized position.
- 5.2.6 A sessional appointee who receives a regularized position that was previously a sessional position because it was not funded through the Programme Profile process, becomes eligible for severance pay as provided for in 6.7.1 after the completion of

three (3) years of regular faculty appointments. This three (3) year period does not include any time spent on sessional or probationary appointments.

5.2.7 If a sessional appointee accepts a regular appointment for the next term or academic year and the commencement of that appointment is less than four (4) weeks from completion of the sessional appointment, the completion date of the sessional appointment shall be adjusted so that there is no gap in employment.

5.2.8 A sessional faculty employee who has received and accepted a written appointment to a sessional position (exclusive of appointments of four weeks or less) shall be paid ten (10) percent of the scheduled instructional period of the appointment if it is cancelled prior to its commencement with less than ten (10) working days of notice to the appointee.

### 5.3 Probationary Appointments

5.3.1 All faculty employees, excluding sessional appointees, shall be appointed for an initial probationary period of one full calendar year. The probationary period is to provide an opportunity for mutual appraisal and evaluation to determine a faculty employee's suitability for a faculty appointment.

5.3.2 Completion of Probationary Appointments: Prior to the expiration of a probationary appointment, the President, or his/her designate, shall give the probationary appointee written notification that one of the following steps shall be taken at the end of his/her probationary period:

- a. that his/her initial appointment has been renewed for a second probationary period of one full calendar year, or
- b. that he/she is being offered a faculty appointment, or
- c. that no further appointment is being offered as a result of two or more unsatisfactory evaluations during the probationary period(s). The reasons shall be stated at the time in writing, or
- d. that no further appointment is being offered due to changes in enrolment or course offerings (6.4).

It is intended that the decision on renewal or non-renewal of an initial probationary appointment as described in (a) or (c) above will be based upon eight (8) months of instructional assignments and/or equivalent duties provided for in this Agreement. Initial probationary appointees who have completed the afore-mentioned eight (8) month period will receive written notification in accordance with this article four (4) months prior to the expiration of his/her probationary appointment. Initial probationary appointees who have completed less than this eight (8) month period may have the amount of notice reduced accordingly. However, the minimum notice period shall not be less than two (2) months prior to the expiration of his/her initial probationary appointment. Faculty employees who have been appointed for a second probationary period will receive four (4) months written notification prior to the expiration of the probationary period as to whether (b), (c) or (d) above is applicable.

5.3.3 A faculty employee shall reply, in writing, within fifteen (15) calendar days to the President, or his/her designate, as to whether he/she accepts any offer of employment.

5.3.4 Failure of the President to provide the appropriate notice to a faculty employee on a probationary appointment prior to the expiration of the appointment (see 5.3.2) means that a second probationary period or a faculty appointment, as appropriate, has been offered.

5.3.5 Failure of the faculty employee to respond to a written offer of appointment by any prescribed date above (see 5.3.3) implies that any appointment offers have been rejected.

#### 5.4 Faculty Appointments

5.4.1 On successful completion of the probationary period (unless 6.4 applies), a faculty employee shall be offered a faculty appointment. A faculty appointment means that the appointment shall be continued unless there are exceptional circumstances as specified in 8.4.1 or 6.4.

5.4.2 If a faculty appointee wishes to retire, he/she shall give four (4) months notice in writing to the President. Retirement shall normally occur at the end of a working year. This period of notice may be waived by mutual consent.

## 5.5 Coordinator

5.5.1 Only a full-time faculty employee may be appointed as a coordinator. The appointment shall normally be one working year in length commencing August 1st. The specific duties and associated release time shall be mutually agreed upon by the faculty employee and his/her Director/Division Dean/Regional Manager. The full-time faculty employee shall receive a letter of appointment outlining all conditions and responsibilities of the position; additional duties not specified in the letter of appointment shall not be assigned. A copy of this letter will be given to the Faculty Association. Any subsequent agreements will also be copied to the Faculty Association. Failure of the faculty employee to notify the President, or his/her designate, within five (5) calendar days from the date of offer means the appointment offer has been rejected. Coordinators shall be paid an allowance as described in Schedule A.

5.5.2 For evaluation purposes, the coordinator position shall be prorated to the total workload of the faculty employee.

### 5.5.3 Selection of Coordinators

When a coordinator position is to be filled, faculty employees in the applicable programme area(s) shall select by May 31 one faculty member from the programme area(s) to serve a one (1) year term as the programme coordinator from August 1st to July 31. The coordinator shall normally not serve more than three (3) consecutive terms.

5.5.4 If the faculty employee resigns from the coordinator position, the resignation shall normally coincide with the conclusion of an instructional term. Notwithstanding 5.5.1, a replacement for the coordinator position may be appointed for the remainder of the working year.

### 5.5.5 Coordinator Release Time

It is recognized that the coordinator duties vary between Divisions, and that the release time for coordinators should reflect a measure of time appropriate to the responsibilities. The following guidelines have been developed to ensure that job duties and release time for coordinators are applied in a fair and consistent manner throughout the College. The College and the Faculty Association agree that:

- a. The generic job description shall be common for all coordinators appointed under this Article (5.5). Normal release time from teaching duties will be

approximately 20% of the maximum workload and will correspond to a normal instructional unit of that workload, eg., a section in ABE or Science. Where no normal instructional unit occurs, eg., in trades and counselling, the normal release time will be 20% of the contact hours.

- b. The generic job description for all coordinators is as follows:

POSITION: Coordinator

TERM: 1 year, renewable

GENERAL ACCOUNTABILITY:

Each coordinator is accountable to a Division Dean, Regional Manager, or Director for providing leadership to a programme, discipline or services recognizing the professional nature of the faculty's role.

NATURE AND SCOPE:

Coordinator is a faculty position and, as such, is not supervisory. Its purpose is to provide assistance to both the faculty and staff and the relevant Administrator. When coordinators assist with various matters, it does not mean they have responsibility for those matters; rather, that they help with them. Coordinators should not be viewed as administrators or managers by their colleagues.

The academic qualifications and experience for the coordinator position are unique to each division/region and will be commensurate with the academic and professional standards expected of senior faculty and professionals of that discipline.

FUNCTIONS:

Instructional, Academic, Curricular Duties

- i. Provide leadership by promoting a climate supportive of and encouraging a spirit of enquiry, and be a resource with respect to services, programmes and course matters including, but not limited to, quality, content, selections, development, review, articulation with other agencies, and negotiations of transfer course credit.

- ii. Advise the Dean/Regional Manager/Director and provide liaison among faculty and staff and between faculty and the Dean/Regional Manager/Director with respect to curriculum and services.
- iii. Advocate for discipline, programme, services and faculty on programme and instructional matters and services as needed.
- iv. Advise students, where possible, with respect to programme matters and services.

#### Administrative Duties

- i. Assist with budget, workloads and timetable preparation.
  - ii. Chair meetings of faculty and staff on programme and discipline matters.
  - iii. Assist with student advising and records as needed and appropriate.
  - iv. Assist with faculty and staff recruitment and orientation.
  - v. Assist with advisory committees, articulation committees, accrediting agencies, internal discipline articulation, Academic/Education Council, and regional matters.
  - vi. Handle routine paper work for the discipline or programme or services and have signing authority for some matters, eg. printing, textbook orders, etc., as appropriate.
- c. The coordinator in some areas have additional responsibilities that are not identified in the generic description. These additional responsibilities will be approved with additional release time.
  - d. Coordinators in Early Childhood Education, College and Career Preparation, Dental Clinic and Trades at Danson and Ogilvie, Counselling and the Centre for Student Success shall be approved with additional responsibilities and additional release time.
    - i. COUNSELLING COORDINATOR  
Additional Responsibilities

## Coordinate

- \* the scheduling and activities of faculty and staff in the Counselling Department.
- \* between Counselling and the Registrar/Admissions office regarding admission process, criteria.
- \* assistance to the Financial Aid Office on behalf of the Counselling Department.
- \* the schools/colleges/regional campuses outreach activities with regard to student programme advice.

Additional release time 05%

Total 25%

ii.     TRADES COORDINATOR  
(DANSON & OGILVIE)

## Additional Responsibilities

- \* respond to phone calls regarding programme enquiries;
- \* obtaining substitute instructors for emergency sick relief;
- \* General responsibility for safety of the campus.

Additional release time 05%

Total 25%

iii.     CENTRE FOR STUDENT SUCCESS

## Additional Responsibilities

- \* orient and train new faculty and staff;
- \* coordinate faculty schedules;
- \* coordinate the Centre's administrative stenographer's work and ensure continued clerical coverage for the Centre;
- \* prepare Centre timetables and instructors' schedules for forwarding to admissions;
- \* check EMAT test results for accuracy or discrepancy of scores;
- \* placement test and interview prospective CCP students during June, July and August when the regular CCP coordinator is on professional development and vacation.

Additional release time 20%

Total 40%

iv. EARLY CHILDHOOD EDUCATION COORDINATOR

## Additional Responsibilities

- \* Attend meetings, prepare reports for and recommend members to the ECE Advisory Committee and advise the Division Dean on membership;
- \* assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- \* assist in maintaining liaison with relevant community agencies;
- \* maintain liaison with demonstration day care centre staff to ensure that the centre programme reflects ECE programme objectives;
- \* coordinate field placement for ECE students (basic & post basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

v. COLLEGE AND CAREER PREPARATION COORDINATOR

## Additional Responsibilities

- \* responsible for CCP timetabling;
- \* responsible for registration including:
  - setting up procedures
  - liaison with admissions office
  - selection of students
  - transfer of students to different courses and sections
  - counselling students regarding course selection;
- \* initiate student progress reports;
- \* work with sponsors.

Additional release time 10%

Total 30%

vi.\* CURRICULUM COORDINATOR - DENTAL STUDIES

## Additional Responsibilities:

- \* facilitate evaluation, revision and changes of curriculum.
- \* chair, prepare and facilitate annual curriculum review.
- \* monitor progress of outcomes.
- \* coordinate requests for exemptions and challenges.
- \* chair of Program Committee.
- \* liaise with part-time faculty.
- \* attend PAC meetings.
- \* chair and prepare frequent department meetings.
- \* act as a liaison for provincial initiatives and projects.

Additional release time 5%

Total 25%

- e.\* The Northern Collaborative Nursing Program shall have the equivalent of forty percent (40%) release time, and the Home Support/Resident Care Program shall have the equivalent of twenty percent (20%) release time. The Faculty, in consultation with the Division Dean, shall determine how release time will be allocated.
- f. A Coordinator Review Committee comprised of two (2) Faculty appointees, and two (2) relevant Administrators shall be established to evaluate, on a yearly basis, the coordinator responsibilities and release time. Appropriate changes shall be recommended to the Vice-President Academic. This joint standing committee will have a term of two years.
- g. Coordinators who think that their job duties are not fairly and accurately reflected by the generic job description and additional responsibilities may appeal to the Coordinator Review Committee for reassessment and if additional responsibilities exist, the Committee will recommend an adjustment of release time to the Vice-President Academic. This review will occur in January of each year.

5.6 Part-Time Faculty Appointments

At the time of employment and appointment, the College will acknowledge on a hiring form amongst other things:

- a. the starting date of the employment of the employee;
- b. the term of appointment;
- c. the regular scheduled hours and days to be worked each week;
- d. the hours of preparation time;
- e. the hours of professional development time;
- f. the position for which the part-time faculty employee is hired;
- g. whether or not the appointment is subject to enrolment minima;
- h. whether or not the appointment is subject to any other conditions;
- i. type of classification referred to in Article 10.

5.7 Continuing Part-Time Positions\*

(See 6.6 Non-Regular Seniority)

5.7.1 A part-time faculty employee on the Non-Regular Seniority list shall be short-listed for any vacant full-time positions should he/she apply.

5.7.2 Part-time employees on the Non-Regular Seniority list cannot compound appointments to change their status from part-time to full-time.

## 6. SENIORITY, LAYOFF, RECALL AND RESIGNATION

### 6.1 Cancellation of Courses

A part-time faculty employee who has received and accepted a written appointment to a part-time position of more than thirty (30) hours of scheduled instruction shall be paid 10% of the scheduled instruction hours of the appointment if it is cancelled prior to its commencement with less than two (2) weeks of notice to the appointee. For part-time positions of thirty (30) hours or less of scheduled instruction, the part-time faculty employee shall be paid 15% of the scheduled instruction hours of the appointment if it is cancelled prior to its commencement with less than one (1) week of notice to the appointee.

### Resignation of Appointment

#### 6.2 Resignation - Full-time Faculty Employees

6.2.1 An appointment may be terminated at any time by mutual consent of the faculty employee and the President.

6.2.2 An appointment may be terminated by a faculty employee submitting a resignation, in writing, to the President four (4) months prior to the date of resignation or three (3) months prior to the end of the faculty employee's current instructional period, e.g. semester, trimester.

#### 6.3 Resignation - Part-time Faculty Employees

6.3.1 A part-time faculty employee shall notify the College of his/her decision to leave the employ of the College by giving written notice fourteen (14) calendar days in advance of the effective date of resignation. The part-time faculty employee shall receive termination pay and benefits as provided for in this Agreement.

6.3.2 On termination by a part-time faculty employee of his/her employment, the College shall within six (6) calendar days after the date of termination of employment pay to the employee all wages owing to him/her.

6.3.3 a. If a part-time employee on the non-regular seniority list refuses two (2) consecutive offers of appointment, under the conditions of this Article, the

College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.

- b. When an employee informs the Human Resources Manager in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during that period.

The employee may extend the period for which he/she is unavailable for work to a maximum of twenty-four (24) months after which the employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.

- 6.3.4 Where the part-time employee on the non-regular seniority list fails to keep the Human Resources Office informed of his/her current address, he/she shall be considered to have resigned.

#### 6.4 Seniority, Lay-off and Recall - Full-time Faculty Employees

- 6.4.1 Subject to the Board's right at all times to maintain faculty competent to deliver instruction in the courses offered by the College, the College recognizes the right of an employee to exercise his or her seniority in the event of a reduction of staff and recall after lay-off.
- 6.4.2 For the purpose of this Article (6.4), no seniority shall be acquired by a member of the bargaining unit until the faculty employee is given a faculty appointment. Upon such appointment the seniority of the faculty employee shall be based upon the number of years of continuous employment immediately preceding the appointment. Continuous employment in this context includes consecutive sessional appointments, intermittent sessional appointments (exclusive of appointments under 5.2.3 for replacement purposes) and part-time service separated by a break in service of six (6) months or less.
- 6.4.3 Having acquired seniority in accordance with the foregoing, the faculty appointee's seniority shall not cease as a result of sickness, accident, approved leaves of absence, or lay-off of less than twenty-four (24) months. Seniority shall not continue to accrue during a period of lay-off or an extended leave of absence without pay (excepting union leaves under 2.4).

- 6.4.4 A faculty appointee's seniority shall cease upon discharge, resignation or failure to exercise the right to recall within thirty (30) days of notification.
- 6.4.5 Where the faculty appointee takes employment with the College outside of the bargaining unit, he or she will re-establish his or her seniority within the bargaining unit if re-appointed within three (3) calendar years of the previous appointment and will have accumulated seniority restored.
- 6.4.6 An appointment may be terminated or not renewed for reasons of changes in enrolment, course offerings, or a demonstrated shortage of funds. If it appears that a faculty position may become redundant in a specific discipline due to a decrease in enrolment, changes in course offerings, or a demonstrated shortage of funds, the President shall advise the Directors of the Faculty Association and shall give them the relevant information relating to the decision on termination or non-renewal of appointment prior to taking a decision on the matter.
- 6.4.7 Where the Board determines that an appointment will be terminated or not renewed for reasons given above, the Board shall give notice of non-renewal or lay-off by March 31 for faculty appointees or four (4) months prior to the date of lay-off for the non-renewal of a probationary appointee subject to the following:
- a. The Board shall give notice to both the Faculty Association and the affected employee;
  - b. Upon the request of the Faculty Association the issue of the employee's layoff shall be referred to the Lay-off Committee referred to in this Article (6.4).
- 6.4.8 A Lay-off Committee shall be instituted upon the execution of this collective agreement and shall consist of four persons, two appointed by the Faculty Association and two appointed by the College and may be increased or decreased as mutually agreed to from time to time.
- 6.4.9 The duties of the Committee shall be as follows:
- a. To consider the reasons for the lay-off;
  - b. To consider the alternatives to the lay-off;

- c. To consider whether or not the faculty employee proposed to be laid-off is competent and/or qualified to instruct in other disciplines within the College in respect of which he or she may exercise his or her seniority;
- d. To consider whether or not part-time faculty appointments may be terminated to permit the laid-off employee to be retained. If the reason for lay-off is a demonstrated shortage of funds (6.4.6), this provision shall not apply;
- e. To consider whether or not sessional appointments should be terminated to permit the laid-off employee to exercise his/her seniority to be retained;
- f. To consider whether or not the seniority of the proposed employee to be laid-off permits him or her to exercise a right to seek an appointment elsewhere within the bargaining unit.

6.4.10 The Committee shall have the authority to indicate its approval or disagreement with the decision of the College to effect the lay-off notice where a majority of the members so agree. In the event that the Committee is unable to agree on a recommendation, either party may refer the areas of disagreement to one of the named arbitrators 3.6 for final and binding decision. The arbitrator shall have full authority, including the right to rescind the lay-off, to resolve the areas of disagreement as specified in this article.

6.4.11 In any event the Committee and third party procedure must be concluded by July 31st unless changed by mutual agreement between the parties.

6.4.12 Any references or records pertaining to faculty employees whose appointments are terminated or non-renewed under this Article (6.4) shall clearly point out the reasons for lay-off or non-renewal and shall explicitly state that such action has not been the result of proper cause as defined in Article 8.4.

6.4.13 If, after termination or non-renewal of a faculty appointment under the provision of 6.4, the Board subsequently finds it can increase faculty strength in a specific discipline, the Board shall offer reappointment to those former employees who are qualified for the discipline in question and who have had their appointments terminated or not renewed within the previous twenty-five (25) months from the termination or non-renewal under 6.4. This shall also include employees who have accepted reassignments outlined in 6.4.9 within the previous three (3) years

from the date of reassignment. Such offers of reappointment shall be made in the reverse order of seniority subject to the faculty employee's qualifications for the discipline in question. In order to remain eligible for recall under this provision, the former faculty employee must keep the Human Resources Department informed of his/her mailing address and telephone number and must promptly report any changes therein. This does not preclude the College from appointing a new faculty employee to a position to be established in the period beyond the twenty-five (25) months from termination or non-renewal under Article 6.4.

6.4.14 Employees in receipt of recall notice shall have thirty (30) days to indicate their acceptance of the offer. Employees who do not reply to a recall notice or who refuse a recall notice shall be deemed to have resigned from the College and shall lose their seniority and right to recall.

6.4.15 Lay-off for faculty appointees under 6.4 shall occur only on July 31st. Termination or non-renewal of appointment for faculty employees on probationary appointments (5.3.2) under 6.4 shall occur four (4) months following written notice.

Termination of appointments that result from the proposed employee to be laid off exercising his/her seniority for displacement within the bargaining unit (6.4.9) shall be effective on the date specified in the original notice to the proposed employee to be laid off. Faculty appointees terminated as a result of displacement shall be given a minimum of two (2) months notice or pay in lieu of notice and severance pay as specified in Article 6.7.1. Sessional appointees terminated as a result of displacement will be entitled to the notice and severance pay as guaranteed by provincial statute.

## 6.5 Completion of Appointment - Full-time Faculty Employees

Faculty employees whose employment with the College shall end with the completion of their current working year are free to leave the College and to receive by normal payments the balance of the salary stated in the Agreement when they have completed all contractual obligations, excluding professional development. In lieu of professional development entitlement for faculty employees, other than sessionals, in the final year of employment the College shall pay the equivalent of two weeks salary at the faculty employee's current rate. In the event that the faculty employee has already taken two weeks or more of

professional development entitlement earned in their final year, this payout shall be waived.

## 6.6 Non-Regular Seniority

6.6.1 a. A faculty employee who has completed twenty-five (25) cumulative weeks of appointment at the same campus, who has received no unsatisfactory evaluations, and who is given a reappointment to a further position within eight (8) calendar months from the completion of the last appointment shall be entitled to the recall rights established in 6.6. For the purposes of Article 6.6, appointment durations include preparation, professional development and vacation time. Both consecutive and intermittent positions (exclusive of sessional positions of four (4) weeks or less) separated by five (5) months or less must count towards this total. Any extension of four (4) weeks to an appointment constitutes a reappointment.

b. For the purposes of the calculations of cumulative service in 6.6.1a sessional appointments shall be expressed in weeks.

c. For the purposes of calculation of cumulative service in 6.6.1a. part-time appointments shall be converted to weeks as follows:

Type 1       $\frac{\text{Length of appointment in hours}}{12 \text{ hours}} = \text{weeks}$

Type 2       $\frac{\text{Length of appointment in hours}}{16 \text{ hours}} = \text{weeks}$

Type 3, 4       $\frac{\text{Length of appointment in hours}}{20 \text{ hours}} = \text{weeks}$

6.6.2 When a sessional or part-time position becomes available at a campus, it shall be offered to the individual who is entitled to recall, who is qualified, who has the greatest cumulative service at that campus, and who has not received unsatisfactory evaluations.

- 6.6.3 If the offer of an appointment is turned down, the appointment shall be offered to the qualified individual who is entitled to recall with the next greatest cumulative service at that campus, provided he/she has not received unsatisfactory evaluations.
- 6.6.4 A record of ~~sessional~~ cumulative service will cease when ~~three (3)~~ two (2) years have passed without employment with the College at the same campus location ~~as the sessional appointee~~; and/or the individual fails to keep the Human Resources office ~~currently~~ informed in writing of his/her current address and telephone number.
- 6.6.5
- a. If an individual refuses two (2) consecutive offers of appointments under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.
  - b. When an employee informs the Human Resources Manager in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during the period.  
  
The employee may extend the period for which he/she is unavailable for work to a maximum of twenty-four (24) months after which the employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.
- 6.6.6 It shall be the responsibility of the person on the recall list to keep the College informed in writing to the Human Resources of increased qualifications, current address and telephone number, and changes in employment availability (time of day, type of work - sessional, part-time).
- 6.6.7 It shall be the College's responsibility to canvass all appointees by January 1 of each year to ascertain current qualifications, employment availability and instructional interests of each employee. The College shall forward a list of this information to the Faculty Association. Such information shall be used to determine the qualifications and availability of the employee for purposes of appointment selection.
- 6.6.8 On May 31 of each year the non-regular seniority list shall be updated. A copy of the updated list shall be sent to the Faculty Association within two (2) weeks.

- 6.6.9 Full-time faculty appointees who have undergone layoff under the provisions of 6.4 shall have their seniority credited for the purposes of the Non-Regular Seniority List, and shall be offered sessional or part-time appointments for which they are qualified under the provisions of the Non-Regular Seniority Letter of Agreement.
- 6.6.10 A full-time faculty appointee who accepts an offer of an appointment shall be entitled to professional development time, vacation entitlement and preparation time in accordance with the Non-Regular Seniority Letter of Agreement. The appointment shall not affect a full-time appointee's severance pay entitlement (as described in 6.7). The appointment period will count towards the faculty appointee's seniority on the Non-Regular Seniority List.
- 6.6.11 A full-time appointee's right to recall shall be in accordance with 6.4.13, superceding the provisions of 6.6.4.
- 6.6.12 A refusal of an offer of an appointment shall not affect a laid-off faculty appointee's severance pay (6.7), re-appointment to a full-time position (6.4.13), or further offers of employment during the lay-off period.

### Severance Pay

- 6.7 Severance Pay - Full-time Faculty Employees
- 6.7.1 Faculty appointees released under 6.4 shall receive severance pay in accordance with the following provisions:
- a. one (1) month's salary at the current salary rate for each year of a faculty appointee's seniority to a maximum of seven (7) months' salary;
  - b. an additional two (2) months' salary at the current salary rate for faculty appointees with eleven years of seniority; and
  - c. an additional two (2) months' salary at the current salary rate for faculty employees with fifteen (15) years of seniority.

6.7.2 Recall of employees who have received a payment as per 6.7.1 will be conditional on the employee repaying to the College an amount equal to the payment for: severance payment made under 6.7.1 MINUS the number of months laid off equated in salary. Repayment of this amount shall be on reasonable terms.

6.8 Severance Pay - Part-time Faculty On the Non-Regular Seniority List

1. Where the College has not offered appointments for two consecutive years, the employee shall be entitled to prorated severance pay. Severance pay shall be prorated on the basis of the average annual hours worked in the two (2) year period immediately prior to the cessation of available work taken as a percentage of the maximum hours of a full-time faculty employee in the applicable work load classification. Seniority shall be based upon the length of continuous service immediately prior to the cessation of available work, and shall not include the two (2) year period where no appointments were offered.
2. Only employees on the Continuing Part-time list as of March 31, 1998, and employees who would subsequently earn the right to go on the list under the Collective Agreement covering April 1, 1996 to March 31, 1998, shall be entitled to the severance provisions of Article 6.8 a, pending mutual agreement by the parties to any changes. It is agreed that the "average annual hours worked" referred to in Article 6.8 a excludes hours worked on sessional appointments, pending mutual agreement by the parties to any changes.

6.9 Severance - Part-time Faculty Employees

A part-time faculty employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

6.10 Selection and Hiring Procedure for Faculty

The College and the Faculty Association agree the following procedures shall be used to fill full-time faculty vacancies where such vacancies will not be filled by the exercising of seniority/recall rights, automatic return to faculty by Dean/Regional Manager/Director and other terms of the Collective Agreement.

The College and the Faculty Association agree that while these procedures do not apply to part-time vacancies, the intention is to involve faculty in selection and hiring of part-time faculty as circumstances permit and as it is practical.

The College and the Faculty Association agree that from time to time special circumstances may make it necessary to modify the procedures. In such cases, the parties shall mutually agree to replacement procedures. Such circumstances may include regional campus circumstances or emergency situations.

- a. The Vice-President Academic shall request the appropriate Dean/Regional Manager/Director to establish a Search Committee and to assume or delegate the chairing of the Committee. The Search Committee shall consist of the Coordinator of the programme and up to two (2) faculty selected from the programme area by the faculty of the programme area.
- b. Where it is deemed appropriate by the Search Committee, the committee may be increased to include other faculty or other persons, in an advisory capacity.
- c. The Search Committee shall recommend to the Vice-President Academic, the criteria to fill the vacancy and whether the vacancy should be publicized within the College only or also advertised external to the College. The criteria shall include professional qualifications, professional experience, teaching experience, college contributions, community awareness and personal attributes so far as they are applicable to the job classification in question.
- d. Vacant positions shall be posted publicly as soon as they are identified subject to (c) above.
- e. The closing date for applications shall be stated in the publication or advertisement.
- f. All applications shall be dated and acknowledged and filed appropriately for the use by the Vice-President Academic, Division Dean/Regional Manager/Director and Coordinator.
- g. The Search Committee shall compile a shortlist of candidates and shall interview short-listed candidates. The Search Committee shall make a

recommendation to the Vice-President Academic of two or more names that should be considered for appointment. These may be ranked when appropriate. The Search Committee's recommendation shall include written reasons for not selecting any internal candidates.

- h. All internal candidates shall be included in the shortlist of candidates. Internal candidates shall be considered those who have held an appointment at the College within the previous year, or have recall rights within the College.
- i. The College is committed to hiring the best qualified faculty and shall whenever possible, give qualified internal candidates preference.
- j. Within five (5) working days, the Vice-President Academic shall advise the Search Committee if an appointment is to be made from the shortlist, and if an appointment is to be made, which candidate and the terms and conditions of the appointment. The Vice-President Academic shall advise the Search Committee of his/her reasons.
- k. Candidates recommended under (g) may not necessarily be appointed, but normally no appointment shall be made that is not recommended by the Search Committee. The Vice-President Academic or designate shall communicate in writing the reasons for an internal applicant not having been selected for the position when requested by the internal applicant and/or the Faculty Association in accordance with the Freedom of Information and Protection of Privacy Act.

## 7. EVALUATION OF FACULTY

### 7.1 General

- 7.1.1 The primary purpose of evaluation for full-time faculty is to assess performance in order to improve professional competence and effectiveness.
- 7.1.2 The primary purpose of evaluation for part-time faculty is to assess performance in order to maintain or improve the quality of College programme delivery in the public interest.
- 7.1.3 Evaluations should provide feedback and information, guidance and suggestions for the future growth of the faculty employee. It is recognized that the evaluation may also be used to provide information to the administration for purposes of determining renewal or termination of contracts and advancement on the salary scale and of recognizing outstanding performance.
- 7.1.4 Responsibility for the initiation of the evaluation process rests with the Director/Division Dean/Regional Manager or Vice President, as appropriate. The Director/Division Dean/Regional Manager or Vice President is responsible for ensuring that the evaluation procedures, as outlined in Article 7.2 are followed.
- 7.1.5 Full-time faculty appointees may be formally evaluated annually. Sessional, Probationary and Part-time faculty employees may be evaluated each semester. Sessional faculty employees whose appointments are for a period of one semester or less may be evaluated once during each appointment. A part-time faculty employee shall be evaluated at least once during his/her first appointment providing his/her regular scheduled hours total at least forty-five (45) hours, as stated on his/her hiring form. In addition, evaluations may be carried out at any time at the faculty employee's request. Only in cases of specific and serious complaints presented to the Vice President, evaluations, in addition to those previously specified, may be carried out at the Director/Division Dean/Regional Manager's or Vice President's discretion. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.

7.2 Evaluation Procedures

- 7.2.1 Evaluation procedures designed to fairly and adequately assess performance of full-time faculty employees shall be established and reviewed annually by the appropriate Vice President, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.
- 7.2.2 Evaluation procedures designed to fairly and adequately assess performance of part-time faculty employees shall be established and reviewed periodically by the appropriate Vice President, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.
- 7.2.3 The Director/Associate Director/Division Dean/Regional Manager or Vice President, as appropriate, shall advise the faculty employee in advance of the evaluation procedure to be used.
- 7.2.4 The faculty employee shall review all evaluation results with the Director/Associate Director/Division Dean/Regional Manager or Vice President, as appropriate, at a mutually agreeable time. If a faculty employee so chooses, a third party of his/her choice may be present.
- 7.2.5 The faculty employee shall sign the evaluation report indicating his/her agreement or disagreement with the conclusions of the report.
- 7.2.6 The faculty employee shall be given the opportunity to make written comments which shall be entered into the faculty employee's file with the evaluation.

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

### 8.1 Personnel Files

8.1.1 During normal working hours, and in the presence of the Human Resources Manager or his/her designate, every faculty employee has the right of access to his/her personnel record. Upon presentation of a written request from the faculty employee and for that specific occasion only, a Director of the Faculty Association has the right of access to that faculty employee's personnel record, during normal working hours, and in the presence of the Human Resources Manager or his/her designate. Every faculty employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. A faculty employee shall receive, upon request, a copy of any document in his/her personnel file.

8.1.2 The personnel file shall contain only valid and relevant material. The faculty employee may request, in writing at any time, that material be removed from his/her personnel file.

At an employee's request, the College shall add an employee's response to any document on his/her personnel file.

8.1.3 Documents of a disciplinary nature shall be removed from an employee's personnel file after a period of:

- a. 36 months for discipline which involves a suspension or an issue which involves the health and safety of students.
- b. 24 months for all other discipline

provided there has been no further infraction within the above time limits.

### 8.2 Discipline - Part-time Faculty Employees

8.2.1 The Faculty Association recognizes the College's right to discipline, suspend, and discharge part-time faculty employees for just cause subject to the terms and conditions of this Agreement.

- 8.2.2 No part-time faculty employee shall be disciplined or suspended except for just cause. A part-time faculty employee shall be suspended for disciplinary reasons only upon the written authority of the President.
- 8.2.3 A part-time faculty employee considered by the Faculty Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under the grievance procedure in accordance with Article 3 of this Agreement.
- 8.2.4 A part-time faculty employee has the right to have a third party representative present at any meeting regarding his/her discipline, suspension, or discharge.
- 8.3 Suspension
- 8.3.1 Suspension shall be preceded or accompanied by notice, in writing, giving reasons for the duration of the suspension.
- 8.3.2 In cases of suspension, the President shall report the action to the Board with a statement of his/her reasons.
- 8.3.3 The faculty employee, in accordance with Section 26(4), College and Institute Act 1979, may appeal the suspension to the Board.
- 8.3.4 The President may suspend a full time faculty employee from any or all of his/her faculty responsibilities when he/she has reasonable grounds for believing that the presence of the faculty employee is detrimental to the well-being or functioning of the College. Suspension shall normally precede or accompany action under 8.5 or 12.10 and shall terminate when such action is complete.
- 8.3.5 Suspension of a full-time faculty employee may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

#### 8.4 Dismissal - Full-time Faculty Employees

8.4.1 An appointment may be terminated for proper cause. Demonstration of proper cause is the responsibility of the College, as represented by the President, and shall constitute sufficient reason for dismissal. Cause shall be:

- a. gross misconduct,
- b. persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated in evaluations),
- c. professional incompetence directly related to faculty responsibilities.

The specific reasons for the termination of an appointment for proper cause shall be stated, in writing, by the President. A decision to terminate a faculty employee's appointment for proper cause may be appealed to the Board.

#### 8.5 Dismissal Procedures

8.5.1 When the President determines that there is proper cause for dismissal, he/she shall notify the faculty employee and the Directors of the Faculty Association, in writing, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.

8.5.2 Within seven (7) calendar days of such notification, the President shall meet with the faculty employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of his/her choice. Within four (4) calendar days of the meeting:

- a. the President may decide to withdraw dismissal proceedings, or
- b. the faculty employee may decide to offer his/her resignation, or
- c. the President may decide to recommend dismissal to the Board.

8.5.3 The faculty employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented his/her

arguments to the Board. He/she may be accompanied by observers or spokespersons of his/her choice.

8.5.4 The Board shall notify the faculty employee and the Directors of the Faculty Association with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.

8.5.5 For full-time faculty employees full pay and benefits shall continue during the period of the dismissal proceedings. Upon written receipt by the faculty employee of the Board's dismissal recommendation, pay and benefits shall cease. (from 8.5.4)

#### 8.6 Appeal Against Dismissal

8.6.1 If the Board accepts a dismissal recommendation (see 8.5), the faculty employee shall have the right, within twenty (20) calendar days from the time of notification of the Board's decision, to submit an appeal to an Arbitration Board under 3.6.

#### 8.7 Failure to Report for Duty - Part-time Faculty Employees

8.7.1 A part-time faculty employee who fails to report for duty for two (2) consecutive classes without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (see Article 8.7.2).

8.7.2 A part-time faculty employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

## 9. TECHNOLOGICAL CHANGE

### 9.1 Technological Change

9.1.1 Definition: For the purposes of this Agreement, the term "technological change" means changes introduced by the College in the manner in which it carries out teaching operations and services where such change or changes affects the terms and conditions or security of employment of any member of the bargaining unit or alters the basis on which this Agreement was negotiated.

9.1.2 When the College is considering the introduction of a technological change:

- a. The Board agrees to notify in writing the Directors of the Faculty Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- b. The foregoing notwithstanding, the Board shall provide the Directors of the Faculty Association at least six (6) months notice that a technological change is intended, with a detailed description of the change it intends to carry out.

9.1.3 The notice mentioned in 9.1.2 shall be given in writing and shall contain pertinent data including:

- a. the nature of the change;
- b. the date on which the Board proposes to effect the change;
- c. the approximate number, type and location of faculty employees likely to be affected by the change;
- d. the effects the change may be expected to have on the faculty employees' working conditions and terms of employment;
- e. other pertinent data relating to the anticipated effects on faculty employees.

9.1.4 The notice mentioned in 9.1.2 and information listed in 9.1.3 shall also be given to the faculty employees likely to be affected.

- 9.1.5 Where the Board has notified the Directors of the Faculty Association of its intention of introducing a technological change, the parties undertake to meet within the next thirty 30 days in an effort to reach agreement on solutions to the problems arising from this change as they affect faculty employees.
- 9.1.6 Agreements reached between the parties under 9.1.5 shall be concluded in written form and such agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure.
- 9.1.7 Where the parties do not reach agreement within three (3) months of the commencement of formal negotiations and where various matters relating to the affected faculty employees remain unresolved, either party may refer such matters to arbitration under 3.6.
- 9.1.8 Technological change must not be introduced by the Board while the matter is under discussion and/or dispute resolution under the terms of 9.1.5, 9.1.6, or 9.1.7.
- 9.1.9 Grievances over the application of Article 9.1 shall commence at Step 2 (i.e., the President) and shall be dealt with as expeditiously as possible.
- 9.2 Introduction and Evaluation of Self-Instructional or Pre-packaged Courses
- 9.2.1 The provisions outlined in this section (9.2.1 to 9.2.6) supersede the requirements outlined in 9.1.1 to 9.1.9 inclusive insofar as the introduction and evaluation of self-instructional or pre-packaged courses are concerned.
- 9.2.2 Based on its commitment to educational excellence, the College shall provide face-to-face instruction mode over alternate forms of delivery. However, it may be that in the course of making educational opportunities accessible to all of the people in the College region, that alternate or mixed modes of delivery are necessary.
- 9.2.3 It is agreed that where the College wishes to develop or introduce self-instructional courses (correspondence) or introduce pre-packaged courses, the professional standard of such courses is of utmost concern to all involved. These courses must meet professional standards or they shall not be offered through the College. If such courses are being developed or introduced, recognizing that it is not possible to delineate a method which would be universally appropriate for the evaluation of all of the diverse curriculum available and for the many situations within which it will

be developed and utilized, the College and the Faculty Association will strike a Committee to devise a process for evaluating these courses at the initiation of the project.

9.2.4 The Committee members shall consist of the course writer(s) when the course is being developed by the College or a person with appropriate expertise when the course is pre-packaged, the administrator responsible for the programme area or his/her designate, a person with curriculum development expertise, and one or more faculty with content or related content expertise. Committee members other than the course writer(s) and the administrator shall be by mutual agreement of the Faculty Association and the College. Representatives of relevant professional bodies may be invited to serve as deemed appropriate by the Committee.

9.2.5 The Committee shall develop a comprehensive evaluation plan to ensure that the courses meet professional standards. Where the courses are developed by the College, this plan will include a formative evaluation during the development of the course as well as a summative evaluation after the course has been piloted. Students cannot be enrolled in pilot offerings of self-instructional courses or pre-packaged courses prior to the determination that the courses are of a professional standard through the evaluation process as specified by the Committee. Any deficiencies identified by a summative evaluation process after piloting the course must be corrected before the course may be offered again.

9.2.6 The work of the Committee will be deemed to be complete when a process for evaluation has been established. The process that the Committee establishes shall include (but not be limited to):

- a. a means for determining whether or not the course meets professional standards;
- b. a procedure for assessing and, where appropriate, pilot testing the course;
- c. timelines for completing the evaluation process;
- d. a means for appraising whether or not the evaluation process has been adhered to;
- e. a means to ensure that the input of all affected parties will be considered within the evaluation process.

If the Committee is unable to establish a process for evaluation, the issue shall be referred to a three person external committee. One member of the committee shall be chosen by the College, one member shall be chosen by the Faculty Association, and the third member chosen by the first two members. The external committee's recommendations for the establishment of an evaluation process are binding on both the Board and the Faculty Association.

9.3 Introduction of Courses Transmitted Live

It is agreed that in order to maintain instructional excellence and facilitate the use of live electronic transmission systems, the following provisions must be met:

9.3.1 The courses must meet a professional standard which is to be evaluated during their initial presentation according to the procedures outlined in Section 9.2.3 to 9.2.6 inclusive.

9.3.2 Courses presented by live electronic transmission systems include, but are not limited to, interactive instructional television, television, radio, and other electromagnetic delivery systems which do not allow the entire course to be assessed before delivery to the students.

9.4 Protection of Instructional Methodology & Materials

The College shall not make use of any faculty employee's lecture, laboratory, written or other course materials in such a way as to replace the actual services of any incumbent faculty employee. The College also agrees not to furnish such materials to any outside agency for rebroadcast or any other use without the employee's permission. The College shall not substitute electronic, self-instructional, package, pre-programmed educational services, or other purchased programmes or devices for the services performed by a faculty employee if any faculty employee's appointment as a faculty employee would be terminated. This article supersedes any other provisions of the contract pertaining to job security.

## 10. FACULTY WORKLOAD

### 10.1 Faculty Classification

10.1.1 All full-time faculty employees shall be classified according to the type of position they fill as listed in this contract. These classifications must not be changed or deleted without the agreement of the Faculty Association. If new positions are created during the life of this contract, the classification shall be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

If new Arts and Science courses or new Type 1(b) or Type 1(c) programmes are created during the life of this Agreement, the placement in the classification categories will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

10.1.2 All part-time faculty employees shall be classified according to the type of programme area in which they instruct as listed in this agreement and as stated on their hiring form.

These classifications must not be changed or deleted without the agreement of the Faculty Association. If new programme areas are created during the life of this Collective Agreement, the classification will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

10.1.3 Type 1(a) faculty employees shall be classified according to the type of course they instruct.

Type 1(a) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Arts and Science Courses (as identified below)

Fine Arts Diploma Programme

Forest Resource Technology

Geographical Information Systems

For the purposes of determining Type 1(a) workload classifications the following list constitutes the Arts and Science courses referred to above:

ANTH 101, 102, 201, 202

APSC 100, 120

ASTR 101, 102, 105

BIO 103, 104, 105, 107, 120, 201, 202, 205, 206, 207, 211

CHEM 111, 112, 113, 114, 201, 202, 203, 204, 205

CRIM 101, 102, 103, 106, 120, 135, 201, 230, 241

CSC 105, 109, 110, 115, 210, 214, 215, 216, 224

ENG 101, 102, 103, 104, 106, 107, 201, 202, 203, 204, 205, 206, 213, 214, 215, 216,  
217, 218, 219, 220, 231, 232

FNS 100, 101

FORS 100,111, 112, 202, 203, 210, 213, 237, 238

FRENCH 101, 102

GEOG 101, 102, 103, 201, 202, 203, 204, 205

GEOL 101, 102

GIS 250

HIST 101, 102, 103, 104, 204, 205, 206, 211, 213, 214, 216, 217

MATH 100, 101, 102, 103, 104, 105, 190, 201, 202, 203, 204, 205, 215

PHIL 101, 102, 103, 104, 205, 220, 221, 230

HUM 101, 102

H.K. 100, 120, 121, 122, 123, 124, 125, 200, 210, 220, 221, 222, 223, 224, 230, 234,  
240, 290, 300

PHYS 101, 102, 105, 106, 204, 205, 211, 212

POL. SC. 131

PSYC 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 209,210

SOC 101, 102, 201, 202, 203, 204, 206, 220

WMST 101, 102

WRIT 100, 101, 102, 103, 104, 105, 200, 201, 202, 203, 204, 205

The parties agree to update the list of Arts and Science Courses annually on April 1st, or the publication date of the College Calendar, whichever occurs later.

10.1.4 Type 1(b) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Business Administration  
Computer Information Systems  
Construction Management  
Early Childhood Education  
Electronics  
Engineering Technology  
Engineering Design Technology  
Hospitality Administration  
Native Social Work Development Programme  
Child, Youth and Family Support Programme

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programmes subject to 10.1.1.

10.1.5 Type 1(c) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Dental Assisting  
Dental Hygiene  
Long Term Care/Home Support Worker Programme

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programmes subject to 10.1.1.

10.1.6 Type 1(d) faculty employees shall work primarily as instructors in:  
Northern Collaborative Baccalaureate Nursing Program (“NCBNP”)

10.1.7 Type 2 faculty employees shall work primarily as instructors in:

Adult Special Education  
Centre for Student Success  
College and Career Preparation  
Computerized Bookkeeping  
Computer/Network Electronics Technician  
Electronics Technician Common Core  
English Language Training  
Office Administration

Life Skills

VALT

10.1.8 Type 3 faculty employees shall work primarily as instructors in:

Auto Mechanical Repair

Automotive Service

Carpentry

Cooperative Advanced Apprenticeship Training

Culinary Arts

Electrical

Entry Level Training

Heavy Duty Mechanics

Millwrighting

Power Engineering

Welding

10.1.9 Type 4 faculty employees shall work primarily

a. in: Athletics/Recreation

b. as: Counsellors  
Librarians  
Study Skills Instructors  
Distance Learning Faculty

## 10.2 Workload for Type 1(a) Faculty Employees

10.2.1 A faculty employee teaching a workload of twelve (12) or more instructional hours per week, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.10, 10.2.11, 10.14, 10.15, and 10.17) is a full-time faculty employee.

10.2.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching semester to instruct in his/her area of competence only one of the following: either

- a. a maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum of sixteen (16) hours per week where at least one (1) laboratory or tutorial hour per week is taught in combination with lecture or seminar hours, where the laboratory section is directly associated with one of the lecture/seminar sections; or
- c. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or
- d. a maximum of eighteen (18) hours per week where two (2) or three (3) laboratory hours per week are taught in combination with lecture or seminar hours providing the faculty employee agrees and providing the student enrolment on the first day of classes was on the average less than 60% full for the classes taught by the faculty employee concerned; or
- e. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent, are taught; or
- f. a maximum of fifteen (15) lecture or seminar hours per week and an additional three (3) laboratory or tutorial hours per week where no more than two (2) three-hour per week preparations, or their equivalent, are taught.

These workloads may be altered only with the written agreement of the Faculty Association.

10.2.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the

teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.2.4 At any given time during a teaching semester, a full-time faculty employee, other than laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
- c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
- d. more than five (5) three-hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections of more than one course for which he/she is not teaching a lecture section.

10.2.5 Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

10.2.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a

self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

- 10.2.7 With the written agreement of the full-time faculty employee, the total number of instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.2.2, 10.2.3, 10.2.4 or 10.2.5. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in 10.2.2, 10.2.3, 10.2.4, or 10.2.5.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the two teaching semesters of the working year.

- 10.2.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director/Division Dean on request.

- 10.2.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.

- 10.2.10 An overload is a workload in excess of the maxima designated in 10.2.2, 10.2.3, 10.2.4, or the overall student load referred to in 10.2.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.2.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.2.13 but the overall student load must not exceed 175 students at any given time.

- 10.2.11 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their Director/Division Dean to carry out other duties subject to 4.2, 4.7, 5.5, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event.

Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

10.2.12 At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.2.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing section;
- c. no more than 20 students shall be allowed per university transfer lab or writing section. Maximum lab sizes for technical/career courses shall be determined by the appropriate Director/Division Dean in consultation with

the faculty employees having due regard for available facilities and course objectives.

With the faculty employee's written permission, the class size may be increased by 5 students. In the case of probationary, sessional, and part-time appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

For full-time faculty, but excluding University Transfer English instructors, the overall student load shall be 145 students averaged between the two teaching semesters, but must not exceed 150 students at any given time. For full-time University Transfer English instructors the overall student load shall be 135 students averaged between the two teaching semesters, but must not exceed 140 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

For full-time laboratory demonstrators, the overall student load shall be 120 students averaged between the two teaching semesters, but must not exceed 125 students at any given time.

10.2.14 For part-time faculty the overall student load must not exceed 100 students at any given time.

For part-time laboratory demonstrators the overall student load must not exceed 80 students at any given time.

10.2.15 The above student loads are based on 3 hour per week sections and shall be prorated for any variation in section duration, and in the case of University Transfer English a combination of other disciplines.

10.2.16 Type 1(a) full-time faculty employees shall be expected to devote the balance of the working year not set aside for vacation or professional development to other College activities such as teaching short courses up to a total of ten (10) hours, lecture or laboratory preparation, committee assignments, inventory or library research (subject to 4.1, 4.2, 4.7).

10.2.17 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.

- 10.2.18 The maximum number of students allowed per section in new professional programmes shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.2.19 For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification (10.2) and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15.
- With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.
- 10.2.20 A full-time faculty employee may be expected to teach courses with an extended semester of up to twenty (20) weeks. For an extension of up to fifteen (15) workload hours, such a faculty employee shall receive five (5) consecutive working days additional vacation between the fall and spring semesters; the days shall be at the faculty employee's discretion within that period. The faculty employee shall receive an equivalent workload reduction or payment at the overload rate for each additional workload hour in excess of fifteen (15) hours.
- 10.2.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in 10.2, 10.3, and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

### 10.3 Workload for Type 1(b) Faculty Employees

10.3.1 A faculty employee teaching a workload of twelve (12) or more Type 1(b) instructional hours per week, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.3.11, 10.10, 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.3.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following: Either

- a. a maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or
- c. a maximum of eighteen (18) hours per week where no more than fifteen (15) lecture or seminar hours consisting of four (4) sections or fewer are taught in combination with directly associated laboratory hours; or
- d. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent are taught.

These workloads may be altered only with the written permission of the Faculty Association.

10.3.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.3.4 At any given time during a teaching year, a Type 1(b) full-time faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;

- b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
- c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections of more than one course for which he/she is not teaching a lecture section.

10.3.5 Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

10.3.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

10.3.7 With the written agreement of the full-time faculty employee, the total number of Type 1(b) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.3.2, 10.3.3, 10.3.4 or 10.3.5. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in 10.3.2, 10.3.3, 10.3.4, or 10.3.5.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

- 10.3.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director/Division Dean on request.
- 10.3.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.
- 10.3.10 An overload is a workload in excess of the maxima designated in 10.3.2, 10.3.3, 10.3.4, or the overall student load referred to in 10.3.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.3.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.3.13 but the overall student load must not exceed 175 students at any given time.
- 10.3.11 Type 1(b) full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their Director/Division Dean to carry out other duties subject to 4.2, 4.7, 5.5, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.
- 10.3.12 At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:
- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
  - b. more than eight (8) instructional or six (6) lecture hours per calendar day;

- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.3.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing or communication section;
- c. no more than 24 full-time and 6 part-time students shall be allowed per Early Childhood Education Basic Programme section; no more than 24 students shall be allowed for Early Childhood Education Post-basic Programme section;
- d. the ratio of instructors to students in clinical and practicum situations shall not exceed 1:18 for Social Service Foundations; 1:10 for Early Childhood Education 190 (levels 1-2); and 1:5 for Early Childhood Education 199 (levels 3-4).
- e. Maximum lab sizes for technical/career courses shall be determined by the appropriate Director/Division Dean in consultation with the faculty employees having due regard for available facilities and course objectives;

except for Fundamental Employment Skills, in no case shall the maximum exceed 20 students.

- f. In the following courses, the enrolment maxima will be twenty-eight (28) students for both lecture and laboratory sections:

ENDT 150	Technology Graphics
ENDT 163	Mechanical Technology 1
ENDT 171	Civil Tech 1
ENDT 172	Building Technology 1
ENDT 173	Mechanical Technology 2

With the faculty employee's written permission, the class size in 10.3.13(a), 10.3.13(b), or 10.3.13(e) may be increased by 5 students. In the case of probationary and sessional appointees and in the case of 10.3.13(c) or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

- 10.3.14 With the part-time faculty employee's written permission, and with the written permission of the Faculty Association, the class size in a, b, c, or e above may be increased by 5 students.

For full-time faculty the overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

For full-time laboratory demonstrators, the overall student load shall be calculated by multiplying the maximum lab size by six (6) sections, averaged between the teaching semesters.

- 10.3.15 For part-time faculty the overall student load must not exceed 100 students at any given time.

- 10.3.16 The above student loads are based on 3 hour per week sections and shall be prorated for any variation in section duration.

- 10.3.17 All Type 1(b) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This fifteen (15) day time period

shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).

10.3.18 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.

10.3.19 The maximum number of students allowed per section in new professional programmes shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).

10.3.20 For full-time faculty employees in Type 1(b) programmes the teaching year denotes a maximum of thirty four (34) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

10.3.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in 10.2, 10.3 and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.3.22 For full-time faculty employees there shall be a maximum of five hundred and ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). If laboratory and/or practicum supervision hours are also assigned (subject to 10.3.2), there shall be a maximum of six hundred and twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work).

#### 10.4 Workload for Type 1(c) Faculty Employees

10.4.1 A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Dental Hygiene Programme, fourteen (14) or more hours per week in the Dental Assisting Programme, or fifteen (15) or more hours per week in Nursing Programmes, or eighteen (18) or more hours per week in the Long Term Care/Home Support Worker Programme including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.4.11, 10.10 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.4.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following:

- a. for instructors in Nursing Programmes, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-five (25) scheduled hours in any one week in the fifth (5th) or sixth (6th) trimester, and no more than twenty-three and one-half (23.5) scheduled hours in any one week during other trimesters. For the purpose of this sub-article, maximum average shall be an average over the teaching year. Faculty employees teaching support courses in Nursing Programmes shall not instruct more than eighteen (18) scheduled hours in any one week, and their workloads shall be governed by the provisions of Article 10.2 - Type 1(a) - or Article 10.3. - Type 1(b), as appropriate.
- b. for instructors in the Dental Hygiene Programme, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- c. for instructors in the Dental Assisting Programme, a maximum average of twenty-two (22) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-four (24) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.

- d. for instructors in the Long Term Care/Home Support Worker Programme, a maximum of twenty-five (25) scheduled hours of classroom teaching and/or practicum and clinical supervision per week.

These workloads may be altered only with the written agreement of the Faculty Association.

10.4.3 full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.4.4 At any given time during a teaching year, a Type 1(c) full-time faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two (2) or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years;
- c. more than three (3) three-hour per week lecture or seminar preparations if one (1) or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years;
- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections (excluding clinic) for which he/she is not teaching a lecture section, except for Dental Hygiene. A faculty employee in Dental Hygiene may be assigned a maximum of two (2) laboratory sections (excluding clinic) for which he/she is not teaching a lecture section.

- 10.4.5 Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.
- 10.4.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.
- 10.4.7 With the written agreement of the full-time faculty employee, the total number of Type 1(c) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.4.2, 10.4.3, 10.4.4 or 10.4.5. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in 10.4.2, 10.4.3, 10.4.4, or 10.4.5.
- For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.
- 10.4.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director/Division Dean on request.
- 10.4.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.
- 10.4.10 An overload is a workload in excess of the maxima designated in 10.4.2, 10.4.3, 10.4.4, or the overall student load referred to in 10.4.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.4.13 may be enrolled in any section

taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.4.13 but the overall student load must not exceed 175 students at any given time.

10.4.11 Type 1(c) full-time faculty employees who have a teaching load of less than twelve (12) hours per week in the Dental Hygiene Programme, or fourteen (14) hours per week in the Dental Assisting Programme, or fifteen (15) hours per week in Nursing Programmes, or eighteen (18) hours per week in the Long Term Care/Home Support Worker Programme may be required by their Director/Division Dean to carry out other duties subject to 4.2, 4.7, 5.5, and 10.10 Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

10.4.12 At any given time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours (excluding clinic) without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

10.4.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section except in the instance of team teaching;
- b. no more than 24 students shall be allowed per section in Dental Assisting except in the instance of team teaching;
- c. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for Nursing Programmes;
  - ii. 1:10 for the Long Term Care/Home Support Worker Programme;
  - iii. 1:8 for the Dental Assisting Programme;
  - iv. 1:5 for the Dental Hygiene Programme in trimesters one through four; ratios for trimesters five and six shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.
- d. ratio of instructors to students in laboratory sections shall be set by mutual agreement of the Faculty Employees and the Division Dean having due regard for the available facilities, the course objectives, and the abilities of the students.

With the faculty employee's written permission, the class size in 10.4.13(a) or 10.4.13(b), may be increased by 5 students. In the case of probationary, sessional and part-time appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

10.4.14 For full-time faculty the overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. (For the purpose

of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

For full-time laboratory demonstrators, the overall student load shall be calculated by multiplying the maximum lab size by six (6) sections, averaged between the teaching semesters.

- 10.4.15 For part-time faculty the overall student load must not exceed 100 students at any given time.
- 10.4.16 The above student loads are based on 3 hour per week sections and shall be prorated for any variation in section duration.
- 10.4.17 All Type 1(c) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This 15 day time period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.4.18 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.
- 10.4.19 The maximum number of students allowed per section in new professional programmes shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.4.20 For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

10.4.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in 10.2, 10.3 and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.4.22 For full-time instructors in the Dental Hygiene and Nursing Programmes there shall be a maximum of five hundred and ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred and twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For full-time instructors in the Dental Assisting Programme there shall be a maximum of seven hundred and seventy (770) hours of classroom teaching and/or practicum and clinical supervision per teaching year.

#### 10.5.5 Workload for Type 1(d) Faculty Employees

10.5.1 A faculty employee teaching a workload of twelve (12) or more Type 1(d) instructional hours per week in the NCBNP, including equivalent duties provided for in the Collective Agreement (see 2.4.1, 4.7, 5.5, 10.10 10.14, 10.15, and 10.17) is a full-time faculty employee. Instructional hours include lectures, seminars, laboratory instruction, clinical or field work, and practicum supervision.

10.5.2 A full time faculty employee in the NCBNP may be required during the teaching year to instruct in his/her area of competence only one of the following:

1. maximum of fifteen (15) lecture or seminar hours per week; or
2. a maximum average of sixteen (16) scheduled hours per week. In any one week, except for Nursing intersession, the maximum shall be twenty (20) scheduled hours. During the Nursing intersession, there shall be a maximum of thirty-two and one-half (32.5) scheduled hours in any one week.

For the purpose of this sub-article, the maximum average shall be an average over the teaching year.

These workloads may be altered only with the written agreement of the Faculty Association.

- 10.5.3 At any given time during a teaching year, a full-time faculty employee in the NCBNP shall not be assigned:
1. more than three (3) lecture, seminar, or clinical preparations or their equivalent per semester;
  2. more than one (1) lecture, seminar, or clinical preparation, or equivalent, during the intersession;
  3. more than six (6) lecture, seminar, or clinical preparations, or equivalent, per year;
  4. more than five (5) three-hour per week lecture sections or their equivalent.
- 10.5.4 Each hour of a self-instructional course, as described in 9.2 (of the Collective Agreement), shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.
- 10.5.5 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.
- 10.5.6 With the written agreement of the full-time faculty employee, the total number of Type 1(d) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.5.2, 10.5.3 or 10.5.4. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in 10.5.2, 10.5.3 or 10.5.4.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

- 10.5.7 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director/Division Dean on request.
- 10.5.8 Full-time faculty employees with no previous teaching experience shall be given three (3) or fewer preparations in their first year of teaching.
- 10.5.9 An overload is a workload in excess of the maxima designated in 10.5.2, 10.5.3, or the overall student load referred to in 10.5.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.5.12 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.5.13 but the overall student load must not exceed one-hundred-seventy-five (175) students at any given time.
- 10.5.10 Full-time faculty employees who have a teaching load of less than twelve (12) hours per week may be required by the Director/Division Dean to carry out other duties subject to 4.2, 4.7, 5.5 and 10.10, or may, by mutual agreement of the faculty employee and the Director/Division Dean, be assigned Scholarly Activity pursuant to 10.5.22. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments, including Scholarly Activity, shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed forty percent (40%) consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.
- 10.5.11 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:
1. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours (excluding clinical) without a half ( $\frac{1}{2}$ ) hour break;
  2. more than eight (8) instructional or six (6) lecture hours per calendar day;

3. a teaching responsibility which commences before 10: 00 hours on the day following an evening lecture, seminar, or laboratory section which terminates after 21: 00 hours;
4. a teaching responsibility which commences before 12:00 hours on the day following an evening clinical which is scheduled to terminate after 22:00 hours;
5. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
6. more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article 'evening classes' shall refer to those classes where scheduled instruction continues past 19:00 hours);
7. more than four (4) evening clinicals per week during intersession for full-time faculty employees only (for the purpose of this sub-article 'evening classes' shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty, sections a - e above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each of seven working days.

10.5.12 Except for self-instructional courses,

1. no more than thirty-seven (37) students shall be allowed per section except in the instance of team teaching;
2. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed 1:8;
3. the ratio of instructors to students in:
  1. communications laboratory sections shall be 1:18;

- ii. health assessment and clinical laboratory sections shall be 1:10;

With the faculty employee's written permission, the class size 10.5.12(a) may be increased by five (5) students. In the case of probationary, sessional and part-time appointees or when the class size is to exceed the maxima by more than five (5), the written permission of the Faculty Association is also required.

- 10.5.13 For full-time faculty employees, the overall student load shall be a maximum of one hundred-thirty-two-point-five (132.5) students averaged over the teaching year, but must not exceed one-hundred-forty (140) students at any given time. For full-time faculty employees teaching lecture sections only, the overall student load must not exceed one-hundred-forty eight (148) students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)
- 10.5.14 For part-time faculty the overall student load must not exceed ninety (90) students at any give time.
- 10.5.15 The above student loads are based on 3 hour per week sections and shall be prorated for any variation in section duration.
- 10.5.16 All Type 1 (d) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This fifteen (15) day time period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.5.17 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of the regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.
- 10.5.18 The maximum number of students allowed per section in new professional programmes shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3.4.2).
- 10.5.19 For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work, which includes clinics) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1 (d), but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

- 10.5.20 A full-time faculty employee may teach a combination of Type 1 (a), Type 1 (b), Type 1 (c), and Type 1 (d) workload classifications. Workload limits specified in 10.2, 10.3, 10.4 and 10.5, shall be prorated according to the classification and shall not exceed one-hundred percent (100%) in total.
- 10.5.21 For full-time Type 1 (d) faculty employees there shall be a maximum of five-hundred-thirteen (513) hours of lecture, seminar, laboratory or field work, which includes clinical and practicum supervision, and exams, per teaching year. For full-time Type 1(d) faculty employees there shall be a maximum of five-hundred-ten (510) hours of lecture or seminar hours per teaching year (including exams and field work).
- 10.5.22 Scholarly Activity
- a. Scholarly, research and creative activity shall be directed to the objective of increasing knowledge and understanding, or improving the scholarly competence of the teacher and/or of developing students in the academic disciplines insofar as is reasonably possible.
  - b. A full-time faculty employee who has an annual teaching assignment which includes one or more third or fourth year level course(s) shall be required to pursue a programme of scholarly activity in that year. For such full-time faculty employees there shall be ninety seven (97) hours credited for scholarly activity which shall constitute workload hours for the purpose of 10.5.21.
  - c. Full-time faculty employees teaching exclusively in the first and second year levels of the NCBNP shall be provided opportunity to pursue a programme of scholarly activity subject to:
    1. CNC will provide sixty (60) hours of scholarly activity per year to the employees in this category as a group. The minimum amount of release time for scholarly activity that can be taken by an employee

under this article will be sixty (60) hours per year to be taken during any one semester.

- ii. Unused scholarly release time shall not be carried forward except as described in 10.5.22(c)(iii).
  - iii. If a programme of scholarly activity has been approved by the NCBNP Scholarly Activity Committee, but the employee is prevented from pursuing the programme because of operational requirements or unforeseen personal circumstances, and alternative arrangements cannot be made, then the hours contemplated will be carried over to the following year(s).
- d. i. The NCBNP Scholarly Activity Committee is a joint administration - faculty committee with equal representation appointed respectively by the parties.
- ii. The faculty employee as described in 10.5.22(c) will submit a programme proposal to the NCBNP Scholarly Activity Committee to be approved. Such approval shall not be unreasonably withheld. The employee will submit a programme proposal on or before November 15 of the prior year to the Chair of the NCBNP Scholarly Activity Committee. The said Committee will provide a written response within 30 calendar days to the faculty employee, with a copy to the Faculty Association and the Division Dean.
- e. i. The NCBNP Scholarly Review Committee is a departmental committee comprised of two NCBNP faculty employees and the Division Dean or designate.
- ii. Every faculty employee engaged in scholarly activity (years 1 - 4) shall provide an acceptable annual report to the NCBNP Scholarly Review Committee.
- iii. The NCBNP Scholarly Review Committee shall review scholarly activity reports received from faculty employees identified in 10.5.22(e)(ii) with the aim of protecting the integrity of that provision.

- iv. The NCBNP Scholarly Review Committee shall provide the Vice President Academic with an annual report on all scholarly activity.

10.5.23      Committees

CNC welcomes the direct participation of nursing faculty on the committees described in the NCBNP Agreement. The NCBNP Faculty will have the right to select and appoint the following number of faculty members to the following committees:

- a.      Programme Management Committee one (1) member  
(Section 2.2 of NCBNP Agreement)
- b.      Student Admissions and Progression      two (2) members  
Committee (Section 4.3 and Appendix  
"A" of NCBNP Agreement)
- c.      Other(s)      equal CNC faculty and  
administration representation

### 10.6.6 Workload for Type 2 Faculty Employees

10.6.1 A Type 2 faculty employee with sixteen (16) to twenty-five (25) hours per week of classroom teaching or practicum supervision, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.6.6, 10.10, 10.14, 10.15 and 10.17), is a full-time faculty employee.

10.6.2 Full-time Type 2 faculty employees teaching College and Career Preparation, Adult Special Education, or English Language Training courses, or Office Administration courses in the region shall have a maximum of twenty-four (24) scheduled hours of classroom teaching or practicum supervision and under 4.2.2 be available to students for two (2) scheduled hours per week in addition to classroom or practicum time.

Full-time Type 2 faculty employees teaching Office Administration courses on the Prince George campus shall have a maximum of twenty-two and one-half (22.5) scheduled hours of classroom teaching or practicum supervision and under 4.2.2 be available to students for two and one-half (2.5) scheduled hours per week in addition to classroom or practicum time.

Full-time faculty employees teaching Centre for Student Success courses shall have a maximum average of twenty-five (25) hours of student contact time per week. Maximum hours shall be an average over the working year, but shall not exceed thirty (30) hours at any given time. For such faculty employees, the requirements set out in 4.2.2 shall be considered to be included in these hours.

10.6.3 Each hour of a self-instructional course as described in Article 9.2, shall be considered the equivalent of one (1) hour of classroom teaching or practicum supervision. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of the faculty employee's time.

10.6.4 Credit for any unusual workload resulting from self-instructional courses shall be determined according to 10.2.6.

10.6.5 Full-time faculty employees who have a teaching load of less than sixteen (16) hours per week may be required by their Director/Division Dean to carry out other duties such as marking assistance or other duties subject to 4.2, 4.7, 5.5, and

10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

In some circumstances, full-time faculty employees assigned less than 50% of maximum student-contact hours in the Centre for Student Success (10.6.2) may be asked to do curriculum development with instructional duties. Such curriculum development would be in addition to the fifteen (15) day period free of other instructional duties (10.6.11).

10.6.6 An overload is a workload in excess of the maximum designated in 10.6.2. Overloads shall be undertaken only in exceptional circumstances and are not a long term solution. An overload shall be permitted only upon written agreement between the full-time faculty employee and the appropriate Director/Division Dean.

10.6.7 Except for self instructional courses:

- a. The ratio of instructors to students in College and Career Preparation courses shall not exceed:
  - i. 1:12 for a Level I course;
  - ii. 1:16 for a Level II course;
  - iii. 1:18 for a Level III, IV, or V Science or English course;
  - iv. 1:22 for a Level III, IV, or V course other than a Science or English course;
  - v. in a class with more than one level, the instructor to student ratio of the lowest level will prevail.
  - vi. In a continuous intake multi-level instruction class which includes five (5) or more fundamental level students, the instructor to student ratio

in the classroom shall not exceed a weekly average of 1:12, with a maximum of sixteen (16) students at any given time.

vii. In a continuous intake multi-level instruction class which includes fewer than five (5) fundamental level students, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:15, with a maximum of eighteen (18) students at any given time.

viii. In a continuous intake intermediate, advanced, and provincial multi-level instruction class, the instructor to student ratio in the classroom shall not exceed a weekly average of 1:15, with a maximum of twenty (20) students at any given time

ix. The number of students enrolled shall be set by mutual agreement of the faculty employee(s), and the Division Dean/Regional Manager, having due regard for the available facilities, the number of different courses being offered, the abilities of the students, and the attendance patterns of the students. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or the Division Dean/Regional Manager.

b. The ratio of instructors to students in English Language Training classes shall not exceed 1:14 for Beginning Level classes and 1:16 for other classes.

c. The number of students in an Adult Special Education class shall be determined by mutual agreement of the faculty employee and his/her supervisor, having due regard for the available facilities, the course objectives, and the abilities of the students.

d. i. A full-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than one hundred (100) students per week. A full-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than one hundred and twenty-five (125) students per week.

- ii. A part-time faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than sixty (60) students per week. A part-time faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than seventy-five (75) students per week.
- e. The ratio of instructors to students in Office Administration classes shall not exceed:
  - i. 1:25 for courses offered on the Prince George campus;
  - ii. 1:16 for courses offered at regional campuses

With the faculty employee's written permission, the instructor to student ratios specified in a, b or e above may be increased by 3 students. In the case of probationary and sessional appointees or when the instructor to student ratio is to exceed the maxima by more than 3, the written permission of the Faculty Association is also required.

10.6.8 At any time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;  
or
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours; or
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;

- e. more than two (2) evening classes per week for full-time faculty employees. For the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours;

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.6.9 Evaluation and appraisal of students registered in the Centre for Student Success is the responsibility of the faculty employees working in the Centre (4.2.3). Mechanical marking may be processed by non-faculty employees as long as a faculty employee does the assessment of the results and assigns any further work to the student. For the purpose of this article, mechanical marking includes the use of a marking key for questions that have a single correct answer and so can be marked right or wrong.
- 10.6.10 Recognizing that faculty employees teaching Centre for Student Success courses are professionally responsible for the courses they teach and that they have a special level of expertise in the methods used and content of the courses, revisions to such a course curriculum shall involve consultation with the faculty employees instructing that course. It is further recognized that the College has the right to make revisions to such a curriculum after giving due consideration to the advice provided by the faculty employees through this consultation process.
- 10.6.11 All Type 2 full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This fifteen (15) day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.6.12 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.

- 10.6.13 The number of different courses assigned to a faculty employee who is instructing in a College and Career Preparation continuous intake program shall be set by mutual agreement of the faculty employee(s) and the Division Dean/Regional Manager, having due regard for the available facilities, and the teaching methodology being used. Mutual agreement shall not be unreasonably denied by the faculty employee(s) or the Division Dean/Regional Manager. In the case of probationary appointees, or non-regular faculty employees who are not on the Non-regular Seniority List, the written permission of the Faculty Association is also required.

### 10.7.7 Workload for Type 3 Faculty Employees

- 10.7.1 A Type 3 faculty employee with from twenty (20) to thirty (30) hours per week of student-contact time, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.6.6, 10.10, 10.14, 10.15, and 10.17), is a full-time faculty employee.
- 10.7.2 Type 3 faculty employees' classroom requirement shall be twenty-eight (28) hours per week with two (2) hours per week of office hours. Faculty shall ensure that the students have been given learning assignments normal to the course and training objectives during office hours.
- 10.7.3 Each hour of a self-instructional course as described in Article 9.2 shall be considered the equivalent of one (1) hour of student-contact time in calculating a faculty employee's workload. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.
- 10.7.4 Credit for any unusual workload resulting from self-instructional courses shall be determined according to 10.2.6.
- 10.7.5 An overload is a workload in excess of the maximum designated in 10.7.2. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean.
- 10.7.6 Full-time faculty employees who have a teaching load of fewer than twenty (20) hours per week student-contact time as defined in 10.7 may be required by their Director/Division Dean to carry out other duties such as marking assistance or other duties subject to 4.2, 4.7, 5.5, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.
- 10.7.7 Except for self-instructional courses, the number of students in Type 3 classes shall be determined as follows:

- a. In trades programmes where the number of students is assigned by the Apprenticeship Branch (now Industry Training and Apprenticeship Commission or ITAC) and in Power Engineering and Welding, there shall be a maximum of sixteen (16) students allowed per class. Exceptions will be made with the written permission of the faculty employee and the Faculty Association.
- b. In the CAAT and ELT programmes, the ratio of instructors to students shall not exceed 1:16 for shop training activities. With the faculty employee's written permission, these ratios may be increased by the College. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.
- c. In other Type 3 areas, the number of students in a particular course shall be determined by the Director/Division Dean in consultation with the faculty employees, having due regard for the available facilities and course objectives.

10.7.8 At any time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the full-time faculty employee. In the case of probationary and sessional appointees the permission of the Faculty Association is also required. In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.7.9 All Type 3 full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This fifteen (15) day time period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.7.10 Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.

10.8 Workload for Type 4 Faculty Employees

10.8.1 A Counselor or Study Skills Instructor with an average of from twenty (20) to thirty (30) hours of student-contact time or a Librarian with an average of from twenty-two (22) to thirty-five (35) hours of work or a Distance Learning Faculty with forty-three (43) or more students, including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.5, 10.10, 10.14, 10.15 and 10.17), is a full-time faculty employee.

10.8.2 A full-time faculty employee working as a Counselor or Study Skills Instructor shall be available for a maximum average of thirty (30) hours per week student-contact time, provided there are no more than thirty-five (35) hours of student-contact time in any one week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of student-contact time in any one week may be increased by five (5) hours.

10.8.3 A full-time faculty employee working as a Librarian shall work a maximum average of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year.

10.8.4 The normal workload for full-time faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and the appropriate Director/Division Dean.

10.8.5 A full-time faculty employee working as a Social Service Distance Learning Faculty shall work a maximum average of thirty (30) hours per week. For the purpose of this clause, maximum hours shall be averaged over the working year. Clause 1.10.16, the definition of Working Days shall not apply.

Each full-time Social Service Distance Learning faculty employee shall have a maximum load of sixty-six (66) students, as determined by registration. No increase of this maximum shall be allowed.

For the purpose of calculating full-time and maximum workloads, each student represents half an hour of instruction and course development. In addition, the equivalent of ten percent (10%) of base workload is added to account for student attrition.

- 10.8.6 A part-time Social Services Distance Learning faculty employee may instruct up to forty-two (42) students per semester, as determined by registration, or work up to a maximum of nineteen (19) hours. Under special circumstances, 10.7.7 may be waived with the mutual agreement of the instructor, the Faculty Association and the College.
- 10.8.7 At any time during a teaching year, a part-time Social Services Distance Learning faculty employee shall not be assigned a teaching schedule which includes:
- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
  - b. more than eight (8) instructional or six (6) lecture hours per calendar day;
  - c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
  - d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
  - e. more than two (2) evening classes per week for full-time faculty employees (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours).

In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

- 10.8.8 An overload is a workload in excess of the maxima designated in 10.8.2 and 10.8.3. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director/Division Dean.
- 10.8.9 The normal workload for full-time faculty working exclusively in programme and curriculum development, with no student contact hours, shall be determined by

mutual agreement between the employee and the appropriate Director/Division Dean/Regional Manager. In the case of probationary and sessional appointees, the agreement of the Faculty Association is also required.

- 10.8.10 For Type 4 full-time faculty employees, each hour of a self-instructional course described in Article 9.2 shall be considered the equivalent of one hour per week of their workload as defined under 10.8.2 to 10.8.8 inclusive. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.
- 10.8.11 When a Type 4 part-time faculty employee instructs a course he/she shall be subject to the limitations of the appropriate type (i.e. Type 1, 2, or 3) as set out in Article 10.
- 10.8.12
- a. Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.6(c)), and shall be added at the commencement of the appointment.
  - b. Notwithstanding the above, part-time librarians, counsellors, and curriculum developers who have no assigned instructional duties shall not be entitled to preparation time.
- 10.8.13 The College is committed to giving priority to providing an enhanced counselling service throughout the College Region.
- 10.9 Faculty Teaching General Interest Courses  
A faculty employee may be required to teach a general interest course under the terms specified in this Agreement. However, it is specifically agreed that if a faculty employee voluntarily teaches a general interest course, the faculty employee cannot compound the positions held or the related instructional hours, and the course shall not be considered part of his/her workload (10); the rate of pay and working conditions will be mutually agreed to by the College and the faculty employee.

General Workload Assignments10.10 Major Curriculum Revisions

For the purpose of this article, "major curriculum revisions" are determined by the College and result from:

- a. An internal or external programme or course review, or
- b. A decision of the College Board.

For the purpose of this article a "developed course" has available such materials as: a detailed course outline, a list of topics and a proposed schedule for their delivery, representative samples of assignments and lab experiments, student evaluation guidelines, identified instructional resources, and course pre-requisites and co-requisites.

Workload arrangements made in accordance with this article are exempted from the provisions of 10.11 (Non-Teaching Functions)

10.10.1 If a full-time faculty employee is assigned the development of a new course/programme or the preparation of major curriculum revisions of a course/programme in advance of implementation, the amount of workload release shall be determined by mutual agreement of the faculty employee and his/her Director/Division Dean.

10.10.2 If a full-time faculty employee is required to deliver a course/programme concurrent with its undergoing major revisions or a course/programme which is not developed, each hour of student-contact time (including lecture, seminar, laboratory, tutorial, and practicum hours, but excluding office hours and clinical hours) shall be considered the equivalent of no less than two (2) student-contact hours for the purposes of calculating workload under Articles 10.2.2, 10.3.2, 10.4.2, 10.5.2, 10.6.2, or 10.7.2. Each student enrolled in such a course/programme shall be considered the equivalent of one and one-half (1 1/2) students for the purpose of calculating overall student load under Articles 10.2.13, 10.3.13, 10.4.13, and 10.5.3. This calculation of workload shall apply to the initial section of the course only. Credit for clinical hours shall be determined by mutual agreement of the faculty employee and his/her Director/Division Dean.

10.11 Non-Teaching Functions

a. A full-time faculty employee shall not be required to participate extensively in any non-teaching function itemized in 4.2.6, 4.2.7, 4.3.6, 4.4.5, 4.5.3, or 4.6.7. More than two (2) hours per week on an average carrying out these responsibilities under these articles constitutes extensive participation.

2. Part-time faculty shall be paid a stipend equivalent to the hourly pay when their Dean or Regional Manager requires them to attend a divisional meeting.

10.12 Scholarly/Professional Activity

Full-time faculty employees whose responsibilities do not require their presence at the College during the full ten (10) months may, with approval of the College, teach, engage in research or other work, improve their qualifications through studies, or other work, or engage in other professional development activities, subject to 16.4.

10.13 Supervision

A full-time faculty employee shall not be required to supervise or oversee any class outside of the faculty employee's normal workload.

10.14 Coaching

A full-time faculty employee coaching a British Columbia Athletic Association (B.C.A.A.) League sport may be given a reduced workload.

10.15 Travel

10.15.1 A faculty employee may be assigned duties which involve travel and shall be credited with additional workload hours for travel. Travel hours are counted as lecture hours for Types 1(a), 1(b), 1(c), 1(d), and 2, and workload hours for Types 3 and 4, according to the following table:

<u>Prince George to:</u>	<u>Type 2/3/4</u>	<u>Type 1(a)/(b)/(c)(d)</u>
Vanderhoof	3.0 hours	1.50 hours
Quesnel	3.5 hours	1.75 hours
Fort St. James	4.5 hours	2.25 hours
Fraser Lake	4.5 hours	2.25 hours
Mackenzie	5.5 hours	2.75 hours
Burns Lake	6.0 hours	3.00 hours
McBride	6.0 hours	3.00 hours
Valemount	8.0 hours	4.00 hours

Granisle	9.0 hours	4.50 hours
Tumbler Ridge	12.0 hours	6.00 hours

- a. Travel hours which are not included in the faculty employee's duty time within a campus area and which are not to the faculty employee's normal work place(s) shall be set by mutual agreement of the faculty employee and his/her supervisor.
- b. When a full-time faculty employee is assigned faculty duties which require travel by air or to out-of-region sites, the faculty employee's non-instructional workload shall be based on a thirty (30) hour week and the travel time shall be subtracted from this amount.

Instructional hours for the week will be as per the appropriate classification (Type 1, 2, 3, or 4) and shall be prorated and shall not exceed 100% in total.

- c. For part-time faculty times for other regular trips by motor vehicle or other regular trips by air shall be set only by mutual agreement of the Board and the Faculty Association.

Travel time to a given location shall be agreed in writing between the College, the faculty employee and the Faculty Association.

10.15.2 Adjustments to workloads and/or travel time remuneration for overnight stays and for other unusual circumstances shall be made on an individual basis.

Arrangements as to the number of trips required and as to whether or not an overnight stay is required shall be determined by mutual agreement between the full-time faculty employee and the appropriate Director/Division Dean. No reasonable overnight arrangements shall be denied.

10.15.3 A full-time faculty employee teaching under this article cannot be required to make more than one trip per week outside a radius of fifty (50) kilometres from his/her normal place of work. For travel involving workload hours (as specified in 10.15.1) equal to or greater than 6.0 hours for Types 2/3/4 and equal to or greater than 3.0 hours for Type 1 (a)/(b)/(c)/(d), the round trip shall not exceed forty-eight (48) hours in duration, except with the approval of the faculty employee. For travel involving workload hours of less than these amounts, the round trip shall not exceed twenty-four (24) hours in duration, except with the approval of the faculty employee.

10.16 Travel Expenses

10.16.1 If a faculty employee is required to travel on College business and uses his/her own vehicle, the College shall reimburse the faculty employee at a rate not less than the College-approved rate. The College shall also pay full premium for any additional insurance that may be required.

10.17 Community Affairs

Any extensive participation (10.11) in community affairs, projects or activities requested by a full-time faculty employee's Director/Division Dean as part of the faculty employee's job responsibility shall be considered part of the faculty employee's workload, subject to 4.7 and 5.5.

10.18 Professional Development

10.18.1 All full-time faculty employees on probationary or faculty appointment shall receive a minimum of twenty (20) full working days of liaison or professional development time per working year except in the final year of employment (6.5). The College shall not require that professional development time be taken in increments of less than one day. If a faculty employee's appointment, other than sessional, is for a period different from the working year, he/she shall receive prorated professional development time.

10.18.2 Upon achieving eligibility for the Non-Regular Seniority, faculty employees shall be entitled to professional development time.

1. Professional development for sessional appointments shall be calculated at the rate of two (2) working days for each instructional month of the appointment, with the total number of days rounded.
2. Professional development for part-time appointments shall be calculated at ten (10) percent of the total hours of the appointment.

Professional development time shall be non-cumulative from one working year to another, and any unused entitlement shall be forfeited.

10.18.3 Since professional development needs vary greatly between individuals and disciplines, faculty shall be expected to identify and act upon their own professional development needs. A faculty employee may be required by his/her Director/Division Dean to submit a written proposal for approval regarding

his/her professional development activities by a date determined by the appropriate Director/Division Dean. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the employee if acceptable to the Director/Division Dean or Vice President concerned. No reasonable request shall be refused. If the faculty employee has not submitted and had approved a schedule for his/her professional development activities within one (1) month of the date determined for submission, the College reserves the right to schedule the times for outstanding professional development entitlement. Professional development beyond that specified in this Agreement or in the initial letter of appointment shall not be a condition of employment.

10.18.4 The times chosen for professional development shall be submitted, in writing, by the faculty employee for approval by the appropriate Director/Division Dean. Such approval shall not be unreasonably withheld.

10.19 Workload Assignment

Workload assignments shall be made in consultation with the full-time faculty of a department, and shall be made in a fair and equitable manner. This provision shall not require the College to change their present practice with respect to timetables.

The Vice-President, Academic shall provide copies of the faculty workload assignments to the Faculty Association within thirty (30) calendar days of the beginning of each term.

11. SALARIES11.1 Criteria for Placement - Full-time Faculty Employees

11.1.1 The following criteria shall be used in determining the minimum salary step on which a new full-time faculty employee shall be placed:

- a. A person without a relevant two (2) year Career/Technical Diploma or Certificate, or Bachelor's Degree or equivalent shall be placed on Step 14 (effective April 1., 2000, Step 13).
- b. A person with a relevant two (2) year Career/Technical Diploma or Certificate, shall be granted an additional one-half (1/2) step.
- c. A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) shall be placed on Step 13 (effective April 1, 2000, Step 12).
- d. A person with a Master's Degree or equivalent shall be placed on Step 12 (effective April 1, 2000, Step 11).
- e. A person with a Doctorate Degree or equivalent shall be placed on Step 11 (effective April 1, 2000, Step 10).
- f. A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be granted an additional step.
- g. One-half salary step shall be granted for each year of relevant public school teaching experience. For the purpose of this clause, a year shall be calculated as ten (10) months of instructional employment.
- h. One-half salary step shall be granted for each year of relevant experience.
- i. One salary step shall be granted for each year of relevant full-time, post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as eight (8) months of instructional employment.

11.1.2 Experience and/or qualifications under the above categories shall not normally be counted twice.

- 11.1.3 a. The College is not obliged to offer an initial salary higher than Step 10 (effective April 1, 2000. Step 9) of the faculty salary scale, \* even if the sum of 11.1.1 totals more than five (5) steps .
- b. This clause shall not apply for full-time faculty whose immediate past employer is another British Columbia Community College.
- 11.1.4 Nothing in this Agreement shall prevent a full-time faculty employee from being hired on a salary step above the minimum as determined in 11.1.
- 11.1.5 On the basis of the criteria in Article 11.1.1, new full-time faculty employees shall be placed on their salary steps by the President. The President of the Faculty Association shall then be informed of the qualifications of the faculty employee and the salary step on which he/she has been placed.
- 11.2 Salary Increments - Full-time Faculty Employees
- 11.2.1 Merit increases by one or more salary increments shall be for satisfactory performance based upon annual evaluation (see Article 7). Such increases shall become effective on August 1 providing that the faculty employee has been employed a minimum of nine (9) months as of that date. Outstanding performance shall normally be recognized by a double increment.
- 11.2.2 If an annual increment is to be withheld, the Director/Division Dean must state the reasons in writing to the faculty employee after conclusion of the annual evaluation.
- 11.2.3 If approved in writing by the President at the time a leave of absence is granted, the increment date shall not be delayed for such periods during the leave of absence when the faculty employee is on an assignment related to the employee's normal faculty duties at the College. Such approval must not be unreasonably withheld.
- 11.3 Salary Schedule - Full-time Faculty Employees

11.3.1 A faculty employee shall be paid an annual salary determined in accordance with the per annum rates in Schedule A appended to this Agreement. The salary shall be payable in twenty-four (24) approximately equal instalments, one on or before the 15th and one on or before the end of each calendar month. If authorized by the faculty employee in writing, the salary instalments shall be deposited to the credit of the faculty employee's account in a savings institution in accordance with Part 2 Section 6 of the Employment Standards Act.

11.4 Advancement to Higher Steps - Full-time Faculty Employees

11.4.1 A faculty employee who completes a relevant degree or other relevant certification qualifies for a higher salary placement and must notify the President. The salary increase shall be effective from the first day of the month immediately following the date upon which the new qualification is received.

11.5 Criteria for Placement - Part-time Faculty Employees

11.5.1 The following criteria shall be used in determining the minimum salary step on which a part-time faculty employee shall be placed:

- a. A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) in a field related to the area of instruction shall be credited with one step.
- b. A person with a Master's Degree or equivalent in a field related to the area of instruction shall be credited with two steps.
- c. A person with a Doctor's Degree or equivalent shall be credited with three steps.
- d. A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be credited with one additional step.
- e. One-half step shall be granted for each year of relevant public school teaching experience. For the purposes of this clause, a year shall be calculated as ten (10) months of instructional employment.

- f. One-half step shall be granted for each year of other relevant experience.
- g. One step shall be granted for each year of relevant full-time, post-secondary teaching experience or for the equivalent in relevant part-time post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as eight (8) months of instructional employment.

Experience and/or qualifications under the above categories shall not normally be counted twice. No more than a total of six (6) education/experience steps shall be granted for criteria a, b, c, d, e, and f above.

- 11.5.2 Nothing in this Agreement shall prevent a part-time faculty employee from being hired on a salary step above the minimum described in 11.5.3.
- 11.5.3 On the basis of the criteria in Article 11.5.1, part-time faculty employees shall be placed on their salary steps by the President. The President of the Faculty Association shall then be informed of the qualifications of the part-time faculty employee and the salary step on which he/she has been placed.

12. LEAVES, PAID AND UNPAIDVacation Entitlement12.1 Vacation Entitlement - Full-time Faculty Employees

During each working year, a faculty employee shall receive a vacation period of forty-three 43 working days which shall include a period of not less than thirty 30 consecutive working days if requested by a faculty employee. If a faculty employee's appointment, other than a sessional appointment, is for a period different from the working year, he/she shall receive two-twelfths (2/12) of the period of the appointment as vacation time.

- a. Faculty employees shall prepare a vacation schedule for their area and submit it by a date determined by the appropriate Director/Division Dean or Vice President. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the faculty employee if acceptable to the Director/Division Dean or Vice President concerned. No reasonable request shall be refused.
- b. Vacation time will normally be taken when instructional services are not required and vacation entitlement shall not normally be carried forward from one working year into the next. If a faculty employee has not submitted and had approved a schedule for his/her vacation entitlement within one (1) month of the date determined for submission, the College reserves the right to schedule the times for the outstanding vacation entitlement.

12.2 Vacation Entitlement - Part-time Faculty Employees

12.2.1 Continuing part-time faculty employees are entitled to prorated vacation pay calculated on the employees' total wages for the year. All other part-time faculty employees are entitled to four (4) percent calculated on the employees' total wages for the year.

12.2.2 A part-time faculty employee whose employment ceases before he/she has completed one (1) calendar week of employment is not entitled to annual vacation pay as outlined in 12.2.1.

12.2.3 Payment of vacation pay in accordance with Article 12.2.1 shall occur on every paycheque.

### 12.3 Statutory Holidays

#### 12.3.1 Statutory Holidays - Full-time Faculty Employees

The College shall grant as paid statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other such holidays as declared by the City of Prince George, Province of British Columbia, or Government of Canada.

#### 12.3.2 Statutory Holidays - Part-time Faculty Employees

A continuing part-time faculty employee shall be paid a prorated amount of Statutory Holidays based on the average hours worked in the four (4) weeks preceding the holiday provided the holiday falls on his/her regularly scheduled instructional day.

12.3.3 When a full-time faculty employee is on vacation, professional development, or preparation time and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation, professional development, or preparation time.

12.3.4 No full-time faculty employee shall have a teaching assignment between Boxing Day and New Year's Day. However, all full-time faculty employees without duly approved vacation or professional development time are on duty and on call. For the purpose of this clause, on duty and on call shall mean that the faculty employee is performing College business within the College region, unless other arrangements have received the prior approval from the appropriate Head or Director/Division Dean.

### 12.4 Educational Leave

12.4.1 Educational leave is a period of subsidized leave enabling a full-time faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Contractual provisions covering educational leave are included in Article 13.

### 12.5 Exchange Leave

- 12.5.1 Exchange leave involves a programme whereby a full-time faculty employee exchanges, for an extended period of time, his/her position and responsibilities with a qualified person from another institution. A faculty employee on exchange leave will 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.
- 12.5.2 An employee on faculty appointment may negotiate on his/her own to exchange positions with an instructor of comparable qualifications and experience.
- 12.5.3 The President and the appropriate Vice President or Director/Division Dean shall recommend suitable candidates for exchange leave to the Board.
- 12.5.4 The exchange leave shall normally be for one full semester or for one academic year.
- 12.5.5 The salary of the faculty employee on exchange leave shall be paid by the College of New Caledonia, 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 College President and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.
- 12.5.6 On returning from the exchange programme, the exchangee is assured of resuming at least his/her previous faculty position and duties.
- 12.5.7 The exchange time shall count in full for increment purposes.
- 12.5.8 The College shall, during the period of exchange leave, continue to contribute to the employee benefit plans which are applicable to the faculty employee.
- 12.5.9 As a condition of granting the exchange leave, the incoming faculty employee must sign a statement to the effect that he/she shall abide by the non-monetary conditions and procedures laid down by this Agreement. The College shall extend to the incoming faculty employee non-monetary benefits of this Agreement such as workload, evaluation procedures, and other such working conditions.
- 12.5.10 Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.

12.6 Jury Duty and Court Appearance

12.6.1 When summoned to serve on a jury or when subpoenaed or summoned as a witness in criminal or civil proceedings, the full-time faculty employee continues to receive his/her regular salary and shall pay the College any money he/she receives for jury duty.

12.6.2 Leave of absence for less than two (2) weeks to appear in one's own defence shall be with full pay and benefits; absence in excess of two (2) weeks shall be without pay. If subsequently acquitted, the full-time faculty employee shall receive his/her retroactive salary. The faculty employee shall notify the appropriate Vice President or the President, as soon as possible, of the impending court appearance.

12.7 Compassionate Leave

In the case of death or serious illness, a full-time faculty employee, not on leave of absence without pay, shall be entitled to up to three (3) days of compassionate leave with full pay and benefits subject to advance notification to the College. An additional two (2) days of paid leave shall be granted for reasonable traveling requirements. The leave shall be extended at the request of an employee for up to total of forty (40) days leave in the event of the death of a faculty employee's spouse (including common-law or same gender) or child, using sick leave, leave without pay, or vacation time. Additional compassionate leave may be granted with or without pay by the President. A maximum of fifteen (15) days paid compassionate leave shall be granted in any one calendar year.

Sick Leave

12.8 Sick Leave - Full-time Faculty Employees

12.8.1 Full-time faculty employees shall be credited with one-and-one-half (1 1/2) days of sick leave per month for each month of continuous service up to a maximum of 120 days. When the employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. All absences on account of illness or injury shall be charged against an employee's sick leave credits.

- a. Full-time faculty employees must report all absences on account of illness or injury. There shall be no charge against an employee's sick leave credits when his/her absence on account of illness or injury is less than one-half day.

When the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged on sick leave.

- b. In the event that a faculty employee suffers a serious long-term illness and except for sessional appointees, the employee may borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be up to 22 working days in the first year of employment, up to 44 working days in the second year of employment, and up to 66 working days in the third and subsequent years of employment. Sessional appointees may borrow against future earned sick leave to the maximum entitlement possible based upon the term of their appointment (5.2.1).
- c. If a faculty employee receives or is entitled to receive benefits under the Disability Insurance Plan or under the Workers' Compensation Act, the benefits shall be paid directly to the faculty employee. The Board shall pay to the faculty employee the difference between the benefit and the faculty employee's full salary for as long as the accumulated and borrowed sick leave credits permit. In such cases, the charge against the faculty employee's sick leave credits shall be in the same proportion that the Board's payment bears to the full salary of the faculty employee computed at the end of each month to the nearest half-day.
- d. On return after absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.
- e. Upon retirement, when a faculty employee has fulfilled the requirements to qualify for a pension under the Pension (College) Act, a faculty employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of 60 days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.
- f. Designated statutory holidays which fall within faculty employee's sick leave shall not be charged against his/her accumulated sick leave credits.

- g. In the case of illness of a member of the immediate family of a faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled, to use annual sick leave entitlement for this purpose up to a maximum of ten (10) days per working year. If a faculty employee has used the ten (10) days of family sick leave in an entitlement year, and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that he/she does not have a possible twelve (12) days of personal sick leave in an entitlement year.

## 12.9 Sick Leave - Part-time Faculty Employees

- 12.9.1 Continuing part-time faculty employees shall be credited with sick leave on the basis of one and one-half (1.5) hours of sick leave for each twenty-one (21) hours of appointment. A continuing part-time faculty employee shall be entitled to an accrual of all unused sick leave up to a maximum of 120 hours for future benefit. When the faculty employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. Accrued sick leave shall terminate upon resignation or termination (6.3 and 8.2).
- 12.9.2 A deduction shall be made from accumulated sick leave for all scheduled instructional hours missed due to illness which are not rescheduled in accordance with Article 12.16.2.
- 12.9.3 Part-time faculty employees must report all absences on account of illness or injury. Sick leave will not be payable for absences where benefits are received under the Workers' Compensation Act.
- 12.9.4 In the case of illness of a member of the immediate family of a continuing part-time faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled to use sick leave credits for this purpose.
- 12.9.5 Proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated absences of a short

term duration, he/she may be advised that proof of illness will be required for future absences.

12.10 Physical and Mental Disability - Full-time Faculty Employees

12.10.1 If any faculty employee is unable to fulfil properly his/her faculty responsibilities by virtue of physical or mental disability, he/she shall be given sick leave and, when eligible, disability benefits.

12.10.2 If the faculty employee is unwilling to accept release from duties, a medical practitioner, selected by mutual agreement of the President and the Directors of the Faculty Association, shall determine whether or not the employee is capable of performing regular duties. If the parties cannot reach mutual agreement on a medical practitioner, the College and the Faculty Association shall each designate a medical practitioner; those two practitioners shall then jointly select a medical practitioner to determine whether or not the faculty employee is capable of performing regular duties.

12.10.3 If the medical practitioner certifies that there is a high probability that the faculty employee will not be able to resume normal faculty responsibilities in the twelve-month period following expiration of his/her sick leave, the President shall give the faculty employee an extended leave of absence without pay to commence upon expiration of his/her sick leave.

12.10.4 A faculty employee granted sick leave, disability benefits, or a leave of absence without pay under this article, shall not return to work until the medical practitioner described above deems that the faculty employee is fully capable of resuming his/her faculty responsibilities.

12.11 Maternity/Adoption Leave

12.11.1 Maternity/adoption leave without pay shall be granted on application to the President. The duration and other terms shall be decided by the President on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following provisions:

- a. If the leave will affect part or all of any semester, the full-time faculty employee shall give as much notice as possible, to allow satisfactory arrangements to be made for any classes involved.
- b. The leave shall not exceed twelve (12) months.
- c. The College shall maintain its share of fringe benefits during the leave.
- d. On completion of the leave, the full-time faculty employee shall resume his/her faculty position without disadvantage in seniority, salary, or increases in salary and/or fringe benefits.
- e. Maternity/adoption leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that, for medical reasons, the health of either the mother or the child dictates such extensions.
- f. Vacations and seniority shall continue to accumulate during maternity/adoption leave.

#### 12.12 Paternity Leave

A full-time faculty employee shall be entitled to, on written request, up to three (3) days time off without loss of pay to attend the birth of his child provided the employee is scheduled to work during this time. All absences on account of paternity leave shall be charged against an employee's family sick leave entitlement (12.8.1(g)).

#### 12.13 Parental Leave

A full-time faculty employee, on written request, is entitled to twelve (12) weeks of parental leave without pay subject to the following conditions:

- a. If the leave will affect part or all of any semester, the faculty employee shall give as much notice as possible to allow satisfactory arrangements to be made for any classes involved.
- b. The leave for a natural mother must begin when maternity leave expires, unless the mother and the College agree otherwise.

- c. The leave for a spouse of the natural mother must commence within fifty-two (52) weeks of the child's date of birth.
- d. The leave for adopting parents must commence within fifty-two (52) weeks of the date the child comes into actual custody.
- e. On completion of the leave, the faculty employee shall resume his/her faculty position without disadvantage in seniority, salary, or increases in salary and/or fringe benefits.
- f. Vacations and seniority shall continue to accumulate during parental leave.
- g. If the newborn child or adopted child will be or is at least 6 months of age at the time the child comes into the actual care and custody of the mother or father, and if it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave for a period not exceeding 5 consecutive weeks.

12.14 Maternity/Adoption/Parental Leave provisions do not apply beyond the termination of the employee/employer relationship.

12.15 Leaves - Part-time Faculty on the Non-Regular Seniority List  
Part-time faculty employees on the Non-Regular Seniority List shall have the right to prorated Compassionate Leave as per 12.7, and prorated Maternity/Paternity/Parental/Adoption Leave as per 12.11. Prorating shall be done on the basis of appointment hours as a percentage of the maximum full-time workload classification.

12.16 Short Term Personal Leave

12.16.1 The full-time faculty employee, with the prior approval of the President, or his/her designate, may take a short term leave for personal reasons. Such leave shall be without pay unless otherwise authorized.

12.16.2 The part-time faculty employee on the non-regular seniority list, with the prior approval (where possible) of the President, or his/her designate, may take a short-term leave for personal reasons (such as personal illness when sick leave credits have been exhausted, being summoned to serve on a jury, or being subpoenaed or summoned as a witness in criminal or civil proceedings).

Provided that he/she has notified the appropriate Vice President or the President and received prior approval, the part-time faculty employee on the Non-Regular Seniority List shall receive at his/her request, unpaid leave of absence.

Part-time faculty on the Non-Regular Seniority List granted leave in accordance with this article shall be given the opportunity of rescheduling instructional hours missed due to his/her absence, or such other arrangements to fulfil his/her instructional obligations that receive the prior approval of the Vice-President or the President. Such approval shall not be unreasonably withheld. If the total hours of instruction are fulfilled, the part-time faculty employee on the Non-Regular Seniority List shall not have his/her total contract hours reduced.

12.17 Extended Leave of Absence Without Pay- Full-time Faculty Employees

12.17.1 A full-time faculty employee who has been in the service of the College for a minimum of five (5) years and who has not been granted a leave under this provision in the two (2) years immediately preceding the request shall be granted an extended leave of absence without pay by the Board, subject to the following conditions:

- a. The Faculty employee notifies the appropriate Vice President or the President, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The period of the leave shall coincide with one or more instructional periods or with a logical portion of an instructional period. Except for disciplines with more than 8 full-time faculty employees, no more than one instructor shall be absent from any one discipline at a time. In discipline areas with more than eight (8) full-time faculty employees, no more than 20% of these faculty shall be absent at a time.

The leave of absence shall normally be for a period not to exceed twelve (12) months.

In the case(s) of leave of absence for periods in excess of twelve (12) months or extensions to leaves (12.17.3), the faculty employee on leave will be expected to return to his/her former position or its equivalent for at least one (1) year prior to being eligible for another leave under this article.

12.17.2 An extended leave of absence without pay may be granted to a full-time faculty employee by the Board on the recommendation of the President, subject to the following conditions:

- a. The applicant notifies the appropriate Director/Division Dean or the President, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The conditions covering the proposed leave of absence are acceptable to the Board.
- c. The leave of absence shall normally be for a period not to exceed twelve (12) months. The President may grant a leave of absence for a period longer than twelve (12) months or may grant an extension to an existing leave of absence.

12.17.3 a. A leave of absence without pay or an extension to a leave of absence without pay for a period longer than twelve months (12.17.1) but not to exceed twenty-four (24) months in total, shall be granted when the purpose of the leave is:

- i. completion of a formal educational programme of longer duration than twelve (12) months;
  - ii. extended service with a charitable or non-institutional government agency, e.g., C.U.S.O., C.I.D.A., F.A.O.;
  - iii. extended secondment by another educational institution or a government agency;
  - iv. other purposes acceptable to the Board.
- b. If the leave of absence without pay is for a period immediately prior to or subsequent to an educational leave, the total period of the two leaves shall

not exceed twenty-four (24) months, unless the conditions of article 12.17.3(a) apply.

12.17.4 On returning from leave of absence, the full-time faculty employee is assured of resuming at least his/her previous faculty position and duties.

12.17.5 For the purpose of fringe benefits, the faculty employee on leave of absence is regarded as a full-time faculty employee, subject to carrier contract conditions. All contributions, including the College's share, shall be the responsibility of the faculty employee in question. The faculty employee may, if he/she wishes, waive the benefits for the period of leave of absence.

12.17.6 Salary increment(s) for a period of leave of absence may be granted at the discretion of the President. Any salary increment earned in the last year of teaching service shall, however, be payable on the return of the full-time faculty employee from leave of absence.

12.18 Political Leave of Absence - Full-Time Faculty Employees

12.18.1 To enable a full-time faculty employee to contest a federal, provincial, municipal or other local election, a political leave of absence without pay may be granted by the Board on the recommendation of the President, for a period of up to six (6) weeks for a federal or provincial election and up to two (2) weeks for a municipal or other local election, except when the campaign period coincides with a normal vacation period. The leave shall be subject to the following conditions:

- a. The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period.
- b. The work of the division of the College shall not suffer unduly.
- c. The faculty employee shall pay the College's share of fringe benefits.

12.18.2 In the event that the full-time faculty employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the President to allow the faculty employee to perform the duties of that office.

12.18.3 In the event that a full-time faculty employee is elected to a full-time political office, he/she shall be granted an extended leave of absence for up to a maximum period of seven years or two consecutive terms of office without pay. The Board may extend

this leave of absence. Such a leave of absence shall be governed by the provisions of 12.17.3, 12.17.4, and 12.17.5.

## 12.19 Partial Leaves - Full-time Faculty Employees

12.19.1 Part-time leave of absence without pay may be granted at the discretion of the College to full-time faculty appointees only. No reasonable request shall be denied.

12.19.2 The applicant must notify the President, in writing, at least four months in advance of the commencement of the leave of absence that he/she wishes a partial leave of absence. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the full-time faculty employee, in writing, within eight (8) calendar weeks if the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.

12.19.3 The normal partial leave is a 50% workload reduction as defined in Article 10 and spans two working years. Salary increments for the period of the partial leave of absence may be granted at the discretion of the President. Any salary increments earned in the last year of full-time teaching service shall, however, be payable upon the return of a faculty employee from a leave of absence. A faculty employee on partial leave of absence shall receive salary, \* vacation, preparation time, professional development time and other paid leaves of absence on a pro-rata basis.

12.19.4 A full-time faculty employee on partial leave shall receive full fringe benefit coverage paid by the College, subject to carrier conditions.

12.19.5 During and after a partial leave of absence, the full-time faculty employee is assured of maintaining at least his/her previous faculty positions and duties.

## 12.20 Job Sharing

Where a full-time Faculty position (excluding sessional and probationary positions) exists, it may be shared between two full-time faculty employees in accordance with the following:

- a. The affected employee shall indicate in writing the reason for the request including the workload percentage the employee wishes to share, and with whom the employee contemplated the job sharing arrangement. The request must be submitted at least four (4) months prior to the anticipated date of the commencement of job sharing. The written agreement of the employee with whom the job sharing arrangement is proposed must accompany the request.

- b. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position. Faculty employees who engage in job sharing are expected to carry out their full share of regular faculty responsibilities on a prorated basis.
- c. Where the request is approved by the President, each employee shall be provided with a letter covering the terms and conditions of the Job Sharing arrangement.
- d. The Job Sharing arrangement shall be for a minimum period of one (1) working year unless otherwise initially agreed, and shall continue for a maximum period of two (2) calendar years.
- e. If one of the employees participating in the Job Sharing arrangement vacated his/her position the balance of the hours of work shall be assumed by the second employee in the Job Sharing arrangement for the balance of the affected working year.
- f. Each employee shall receive a salary prorated upon the workload percentage assumed.
- g. Each employee in the Job Sharing agreement shall receive vacation, preparation time, professional development time and other paid leaves of absence on a prorated basis to his/her workload percentage.
- h. Each employee in the Job Sharing agreement shall receive fully paid benefits for Medical Services Plan, Extended Health Benefits and Dental Plan (subject to carrier conditions). Other fringe benefits shall be offered (subject to carrier conditions) on a prorated basis. If the faculty employee desires full fringe benefits, he/she shall arrange to pay the College's share of the cost not covered by the prorated arrangement and the College shall continue full coverage subject to carrier conditions.
- i. At the conclusion of the Job Sharing arrangement, each faculty employee is assured of resuming at least his/her previous faculty position and duties.
- j. Other conditions not specifically mentioned herein shall be as described in the Collective Agreement. Matters not covered by the Collective Agreement shall be agreed to by the College and the employees involved.

#### 12.21 Conditions of Extended Leaves - Full-time Faculty Employees

The conditions of educational leave, exchange leave, maternity/adoption leave, parental leave, political leave, extended leave without pay and partial leave (12.4, 12.5, 12.11, 12.16, 12.17, and 12.18) must be stated in writing by the President according to the conditions of the Agreement, and a written reply must be made by the applicant within thirty (30) days. A full-time faculty employee does not cease to be an employee by virtue of being on an authorized leave under this Agreement.

12.22        Self-Funded Leave Plan

12.22.1       Subject to the rules of compliance with regulations under the Income Tax Act, the College and the Association shall maintain a Self-Funded Leave Plan.

12.22.2       The College and the Association in cooperation with PPWC shall maintain a committee of equal numbers of representatives to administer the Self-Funded Leave Plan.\*.

12.22.3       Changes to the Self-Funded Leave Plan will occur only with the consent of all parties.

12.22.4       Copies of the Self-Funded Leave Plan shall be available from the College or the Association upon request.

13. PROFESSIONAL DEVELOPMENT FUNDING13.1 Professional Development Funds

13.1.1 To support professional development activities the College shall budget annually for professional development in the following manner:

- a. A Professional Development Fund (PDF) shall be established to support professional development activities as defined in 13.2. The PDF is a continuing fund and any unallocated funds shall carry over to the next budget year.
- b. At the beginning of each fiscal year (April 1), the Board shall place in the Professional Development Fund the following amounts:
  - i. On April 1, 1995: \$315.00 times the number of Full-Time Equivalent faculty employed by the College on that date.
  - ii. funds necessary to cover the salary and benefits, as specified in this agreement, of 54 person-months of educational leave calculated at 60% of top of scale of the full-time faculty salary scale (Schedule A).
- c. The value of the Professional Development Fund shall be the sum of the annual contribution (13.1.1b) and the unallocated funds (13.1.1a) from the previous year(s) less dispersals to date.

13.1.2 It is agreed that for the purposes of Article 13.1.1b(i) only, the calculation of full-time equivalent faculty shall be done as follows, on a without precedent and without prejudice basis:

- a. Full-time equivalent faculty shall be the sum of:
  - i. the number of regular faculty appointees as of March 1, excluding those on leave who have been replaced;
  - ii. the number of probationary faculty as of March 1;
  - iii. the number of sessional faculty as of March 1;

- iv. the number of Type 1 instructional hours delivered by part-time faculty employees during the week which includes March 1 divided by 15;
- v. the number of Type 2 instructional hours delivered by part-time faculty employees during the week which includes March 1 divided by 20.5;
- vi. the number of Type 3 instructional hours offered by part-time faculty employees during the week which includes March 1 divided by 25;
- vii. the number of hours of Type 4 work performed by part-time faculty employees during the week which includes March 1 divided by 32.5;

13.1.3 Nothing in this Agreement prevents the College from funding professional development activities in addition to those activities supported through the Professional Development Fund (13.1.1).

## 13.2 Classification of Professional Development

13.2.1 There shall be two (2) categories of professional development supported by the Professional Development Fund: educational leaves and short term professional development activities as defined in 13.2.2 and 13.2.3.

13.2.2 Educational leave is a period of subsidized leave enabling a full-time faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Proposed educational leave activities must bear a relationship to the faculty employee's teaching duties at the College. Proposals should fall into one or a combination of the following categories:

- a. Directed study through an educational institution (such study need not lead to a degree, certificate, etc.);
- b. Teaching at another institution;
- c. Directed research at an educational institution, research body, governmental body, etc.;
- d. Employment in related area;

e. Independent study.

13.2.3 Short term professional development activities are activities that enhance present skills and knowledge, adapt to new work methods, and prepare for career advancements within the College and any other activities acceptable to the Professional Development Committee subject to 13.6 and 13.4.2.

### 13.3 Allocation of Professional Development Funds

13.3.1 \*The funds specified in 13.1.1(b)(ii) (i.e. 54 person-months calculated at 60% of top of scale of the full-time faculty salary schedule) of the Professional Development Fund is to be allocated for the purpose of educational leaves as defined in 13.2.2. The balance of the PDF is to be allocated for short term professional development as defined in 13.2.3.

### 13.4 Committees

13.4.1 The Educational Leave Committee is a committee of the Faculty Association elected according to the Constitution and By-laws of the Faculty Association. The Educational Leave Committee carries out those functions described in 13.5.

13.4.2 The Professional Development Committee is a joint committee of the Faculty Association and the College consisting of an equal number of members selected by each party. The Professional Development Committee carries out those functions described in 13.6.

a. The Professional Development Committee (PDC) shall consist of a minimum of six (6) people; three (3) nominated by the Board and three (3) nominated by the Faculty Association.

b. The Professional Development Committee (hereinafter referred to as the "PDC") is empowered to establish its own size and structure subject to 13.4.2.a. The Faculty Association and the Board will nominate their own representatives. Should the size be increased, equal representation shall be maintained.

- c. The PDC is responsible for maintaining operating procedures and policies for the management of the Professional Development Fund (PDF) established in 13.1.1.b. and the distribution of such funds. Such procedures and policies are subject to the terms of the Collective Agreement and must contain provisions addressing the following:
- i. establishment of the positions of Chairperson, Vice-Chairperson, Treasurer and other officers and positions as deemed necessary. The Chairperson will be a member of the Faculty Association;
  - ii. a list of responsibilities and duties of the officers of the PDC;
  - iii. procedures for filling officers' positions;
  - iv. policies establishing types of activities that are considered short term professional development activities subject to 13.2.3;
  - v. policies addressing eligibility for participating in professional development activities funded by the PDF;
  - vi. policies for allocation and distribution of the PDF;
  - vii. procedures for receiving and approving applications for professional development funds and a procedure to provide for the disbursement of the PDF through the College accounts payable system;
  - viii. procedures for periodic reporting on the use of professional development funds;
  - ix. a procedure for producing a year-end report;
  - x. procedures for reviewing and changing PDC operating procedures and policies and a procedure for reporting procedures and policies to the Board and the Faculty Association.
- d. The PDC shall operate with a fiscal year beginning April 1 of each year.
- e. The PDC shall publish its operating policies and procedures no less than annually.

13.5        Procedures for Educational Leaves

- 13.5.1       Faculty employees are advised that in developing educational leave proposals consideration should be given to the educational priorities of the College after consultation with the Director/Division Dean or Vice President.
- 13.5.2       The Board shall grant educational leaves (as defined in 13.2.2) for an equivalent of 54 person-months or the number determined by 13.3.1 for each year. Faculty employees, excluding sessional appointees, who are to be granted educational leave must meet the requirements of 13.5.3 and have their proposals for educational leave approved by the President under 13.5.7.
- 13.5.3       To qualify for educational leave, the faculty employee must have a full-time faculty appointment with at least five (5) continuous years of service in the bargaining unit or must have at least five (5) years of continuous service since his/her last educational leave. For the purpose of qualifying for educational leave in accordance with this article, continuous service shall be defined in accordance with article 6.4.2. The Faculty Association shall determine which leaves do not count toward the accumulation of the required total five (5) years. Such leaves shall not, however, be an interruption of continuous service for the purpose of this sub-article.
- 13.5.4       An Authorized List of candidates shall be forwarded by the Educational Leave Committee of the Faculty Association to the President by September 20 of the year prior to the year during which proposed leaves would take place.
- 13.5.5       Those candidates who are on the Authorized List (see 13.5.4) may apply for educational leave for the following year to the Educational Leave Committee of the Faculty Association.
- 13.5.6       The Educational Leave Committee must submit all proposals to the President and recommend, in writing, acceptance or rejection of all educational leave proposals by November 30.
- 13.5.7       By January 15 the President shall approve or reject, in writing, each proposal for educational leave, notifying both the applicant and the Educational Leave Committee of his/her decision. Approval or rejection of proposals shall be based exclusively on the educational merits of the proposal and must not be dependent upon budgetary consideration. Such approval must not be unreasonably withheld. If a faculty

employee's proposal is rejected, the President must give his/her reasons in writing. In the case of rejection, the faculty employee has two weeks in which to revise, in consultation with the Educational Leave Committee, and submit this revised proposal for immediate consideration by the President.

- 13.5.8 Faculty employees whose names are on the Authorized List or who are Alternate Candidates may withdraw their names prior to March 1 by notifying the Educational Leave Committee in writing. After March 1, faculty employees may withdraw their names only with the permission of the President.
- 13.5.9 In cases of rejection or withdrawal, the next Alternate Candidate may apply for educational leave no later than thirty (30) calendar days following final rejection or withdrawal. The Educational Leave Committee will have ten (10) calendar days to process the proposal and submit it to the President. The President will have ten (10) calendar days to accept or reject the proposal under the procedures of 13.5.7.
- 13.5.10 The Educational Leave Committee shall consider, on an individual basis, any proposals for educational leave of less than nine months in duration.
- 13.5.11 The Educational Leave Committee must review substantial changes in the educational leave proposal and recommend to the President acceptance or rejection. All changes are to be approved by the President. Requests for proposed changes should be made at the earliest possible date. Such approval shall not be unreasonably withheld.
- 13.5.12 Educational leave shall be of not more than nine (9) months' duration and the faculty employee shall receive a monthly salary equal to 60%, of the salary she or he would receive if not on educational leave.
- 13.5.13 The educational leave period shall not conflict with the paid vacation period or the twenty (20) day professional development period.
- 13.5.14 Faculty employees on leave may draw bursaries, grants, scholarships, salaries, etc., which supplement their financial resources. Any compensation which, together with leave salary, would exceed 100% of the salary he/she would have received if not on educational leave shall reduce the College's contributions accordingly. Travelling expenses or special allowances awarded under the terms of any scholarship or grant shall not affect the faculty employee's salary.

- 13.5.15 For the purposes of employee benefits, contributions to the benefit plans and pension plans, the faculty employee on educational leave is regarded as a full-time faculty employee of the College (subject to Carrier conditions). The College shall maintain its share as set down in the Agreement (Article 14). In addition, the College shall make any additional employer and employee contributions required by the College Pension Plan to ensure that faculty employees who are participating in the Plan are credited with full-time pensionable service at full salary while on educational leave.
- 13.5.16 The College's contribution toward the educational leave salary shall be a debt by the faculty employee to the College. This debt shall be cancelled on a basis of one month's full-time service as a faculty employee following the educational leave for each month of educational leave. In the event of default of the above obligations, the faculty employee shall be required to refund the amount owed to the College except where the default is caused by termination or non-renewal of contract under 8.4.1 or 6.4.
- 13.5.17 The faculty employee shall report on activities undertaken during educational leave and submit a statement of remunerations as set down in 13.5.14 to the President and the Educational Leave Committee.
- 13.5.18 On returning from an educational leave the faculty employee is assured of resuming at least his/her previous faculty position and duties.
- 13.6 Procedures for Short -Term Professional Development Activities
- 13.6.1 The Board shall advise the Professional Development Committee of the amount of funds to be available for short term professional development activities as determined by 13.2 and 13.3.1 no later than April 1 for the period of one year following. The PDC shall have the authority to approve dispersal of such funds in accordance with normal College accounting practices subject to 13.6.2, 13.6.3 and 13.6.4.
- 13.6.2 The Professional Development Committee has the responsibility of preparing guidelines for the disbursement of short term professional development activity funds, receiving faculty employees' applications for the use of such funds, and approving the disbursement of such funds. Such guidelines shall contain reasonable timelines for the approval and dispersal of such funds subject to 13.6.3 and 13.6.4, shall require that the faculty employee contribute no less than 20% of the cost of a short term professional development activity, shall require that faculty employees

report on activities and provide statements of expenses, and shall include an internal accounting process which conforms to normal accounting practices.

- 13.6.3 All faculty employees may apply to the Professional Development Committee (PDC) for funds to pursue short term professional development activities.
- 13.6.4 Short term professional development funds shall be used for, but not be limited to, such activities as attending courses and conferences, travel expenses, and other activities acceptable to the PDC. Such funds are not to be used for articulation expenses, replacement costs of faculty on approved professional development time, or regular College business, or for training or education required rather than authorized or recommended by the College.
- 13.6.5 The PDC is accountable to the Board and Faculty Association. A year-end financial summary and a copy of the annual College audit shall be provided to both parties. Either party has the right to request periodic financial statements and details of short term professional development activities funded.

## 14. HEALTH AND WELFARE BENEFITS

### 14.1 Pension Plan

14.1.1 All new faculty employees are eligible to join the government-operated College Pension Plan in accordance with current legislation. New employees shall be informed of their rights under this plan. The College and the employee shall each make the required contributions to the Plan.

14.1.2 Subject to approval of the Superannuation Commission, the Employer will match the employee's contribution for three (3) years of additional pensionable service for employees who retire between the age of fifty-five (55) and sixty-five (65), and who have ten (10) years of service with the Employer and who are eligible under terms of the Pension (College) Plan. Employees who wish to apply for this benefit must submit notice of their intention to the College prior to December 1st of the year prior to the fiscal year the employee wishes to retire.

### 14.2 Employee Family Assistance Programme

An Employee Family Assistance Programme shall be established for faculty employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the programme shall be as agreed in the EFAP Contract.

14.3 Every new full-time faculty employee shall be advised of his/her benefits.

### 14.4 Medical Insurance plus Extended Coverage

(compulsory for new appointees except where the employee can demonstrate equivalent coverage for self and dependents).

The standard provincial medical insurance with travel rider is available to all full-time employees. Vision care providing coverage for the costs of eyeglasses or contact lenses up to \$300, shall be included in the Extended Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans. The College shall pay the full premium.

### 14.5 Lens Coverage - Full-time Faculty Employees

Those full-time faculty employees who teach in shop/lab areas and who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion, chemical etching or flying objects, experienced at work shall receive a 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

14.6 Group Life and Disability Insurance - Full-time Faculty Employees

Group Life and Disability Insurance becomes effective after an initial waiting period of three (3) months. Membership is compulsory for all new full-time employees.

- a. Group Life - Benefits are payable on the basis of three (3) times of the annual salary rate rounded to the next higher \$1,000.00. The College contributes 100% of the premium for group life insurance. Group life benefits reduce by 50% at age 65 and terminate at age 70 or earlier retirement.
- b. Disability Insurance - Disability benefits commence ninety (90) calendar days from the date of disability. Monthly disability benefits are 60% of the monthly salary up to a maximum of \$2,500.00. Effective January 1, 1999 the maximum monthly benefit is \$3,000; effective April 1, 2000 the maximum monthly benefit is \$3, 500. Disability benefits may continue up to age 65. The faculty employee contributes 100% of the premium for disability insurance.

14.7 Dental Plan - Full-time Faculty Employees

(compulsory for new full-time appointees except where the employee can demonstrate equivalent coverage for self and dependents). The College is to pay 100% of premiums.

14.8 Benefits - Part-time Faculty Employees On the Non Regular Seniority List

14.8.1 Continuing part-time faculty employees who are presently on a contract of ten (10) weeks or more duration shall be entitled to participate in the following benefits (subject to the carrier conditions). Participation is compulsory except where the employee can demonstrate equivalent coverage for self and dependants:

- i. medical insurance
- ii. extended health coverage

iii. dental insurance

The College shall pay 100% of the premiums for medical insurance, extended health coverage and \*dental insurance for part-time faculty on the Non-Regular Seniority List, who shall also be entitled to Part C (Orthodontics) under the dental plan.

14.9 Bridging of Benefits for Part-time and Sessional Non-Regular Faculty

The College shall bridge benefits for a part-time faculty on the Non-Regular Seniority List whose appointment of ten (10) weeks or more terminates in one (1) calendar month, and whose subsequent appointment of ten (10) weeks or more commences in the subsequent calendar month.

Part-time faculty on the Non-Regular Seniority List and sessional faculty who qualify for the College benefit plans during the term of their employment, and who have a reasonable expectation of employment with the College within six (6) months following termination of their contract, shall have the option of continuing participation in the College benefit plan(s) for up to an additional six (6) months provided he/she pays the full premium cost(s).

14.10 Benefits for Faculty on Long Term Disability

- a. Faculty who go on Long Term Disability shall have their benefits paid by the College for a period of two years immediately after their sick leave provisions have expired.
- b. Benefits  
If an employee is denied long term benefits the College will pay the benefit premiums for the employee until the appeal(s) to the denial of long-term benefits are resolved.

14.11 Moving Expenses - Full-time Faculty Employees

- a. The College shall pay moving expenses for all new full-time faculty employees.
- b. The term "moving expenses" includes charges normally made by a moving company for packing, transportation and insurance of household effects. Travel expenses not to exceed the amount of one-way economy air fare for

the new full-time faculty employee and his/her family shall be considered moving expenses.

- c. Moving expenses as described in 14.11(b) shall be paid by the College up to a maximum of one-twelfth (1/12) of the faculty employee's initial annual salary step on the appropriate scale.
- d. Subject to the Bursar's approval, moving expenses may be charged directly to the College.
- e. Receipts for moving expenses incurred by new employees must be submitted to the Bursar for reimbursement.
- f. All costs above and beyond moving expenses as described in 14.11(b) must be approved in advance by the Bursar or his/her designate.

#### 14.12 Changes to Benefit Contracts

There shall be no substantial changes to the contracts. The College shall consult with the Directors of the Faculty Association at least thirty (30) days prior to entering into any modification of the contracts which would result in changed benefits, changed costs, or a change in carrier. In the event that a modification of the disability insurance contract is contemplated which would result in a change of benefits, a change in costs, or a change in carrier, the approval of the Directors of the Faculty Association is required. Copies of all contracts and any changes to contracts referred to in Article 14 (Health and Welfare Benefits) shall be given immediately to the Directors of the Faculty Association.

#### 14.13 Early Retirement Incentive Plan

- 14.13.1 Where it is deemed possible by the Layoff Committee (6.4.9) to offset the impact of layoffs through the offering of early retirement incentives to an instructor, an incentive may be offered.

#### 14.13.2 Eligibility

The College may offer to any employee the choice of an early retirement incentive provided the employee meets the following qualifications:

- a. is age 55 or over, or has a minimum of twenty (20) continuous years of service, and
- b. has a minimum of ten (10) years of pensionable service, and
- c. is a regular full-time employee at the time of early retirement, and
- d. elects to cease employment with the College for purposes of retirement.
- e. For the purposes of this article, pensionable service denotes all periods of employment during which an employee was eligible to contribute to the College Pension Plan.

#### 14.13.3 Process

- a. The employer shall send a letter to all faculty employees who meet the criteria in 14.13.2 advising them of that fact in October of each year. Employees who are interested in a potential early retirement shall respond within thirty (30) days.
- b. If early retirement incentives are offered, the order shall be:
  - i. to offset layoff
  - ii. to eligible faculty by seniority.

#### 14.13.4 Agreement

An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

#### 14.13.5 Early Retirement Incentive

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

Full Years to Retirement:      Payout:

1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

#### 14.13.6 Protection of Medical Benefit Coverage

- a. Early retiring employees in receipt of a College Pension are advised that they may apply for basic medical and extended health benefit and dental coverage through the Superannuation Commission when they file a claim for pension. The Superannuation Commission makes appropriate deductions from the monthly pension for premiums. Retired employees in receipt of a pension are advised that they are not allowed to choose to join these plans at a later date.
- b. Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical, extended health and dental benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five (5) years following retirement, provided that:
  - i. written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to the date of early retirement (election must be made at this time);
  - ii. the individual maintains B.C. residency, and;

iii. the participant pays all premium costs.

14.13.7 Financial Counselling

Each instructor who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. Three (3) hours of consultation is available and up to three hundred dollars (\$300.00) for such consultation(s) shall be paid by the College.

15. EMPLOYEE RIGHTS15.1 No Discrimination

The College shall not refuse to employ, or to continue to employ, or to advance a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of any of the following factors:

- a. gender, or
- b. age, or
- c. race, or
- d. sexual orientation, or
- e. physical disability, or
- f. current or past psychiatric history, or
- g. number of dependents, or
- h. union activities.

15.2 Employment of Workers with Disabilities

- a. The College and the Faculty Association recognize that employment of individuals with disabilities is desirable and that efforts should be made to facilitate such employment.
- b. Employees who have been physically injured in the employ of the College or who, after a prolonged illness, are unable to carry out their previous duties, will be given hiring preference for such other work as may be available, providing the employee is able to perform the duties or can be reasonably trained to perform the duties.
- c. Other conditions or benefits provided by the Collective Agreement can only be modified by mutual agreement of the parties if modifications are required to facilitate employment of individuals with disabilities.

### 15.3 Harassment

The College and the Association recognize the right of all employees to work in, and all students to learn in, an environment free from harassment.

The parties agree that proven harassment is a violation of a person's rights, dignity and personal well-being. Where complaints of harassment are substantiated, appropriate disciplinary measures, up to and including dismissal are supported and endorsed by the parties.

#### 15.3.1 Sexual Harassment

Sexual harassment is defined as unwelcome conduct and/or comments of a sexual nature that detrimentally affects the work or study environment or lead to adverse job related consequences.

Sexual harassment includes, but is not limited to conduct which may be physical, verbal or which by innuendo suggests:

- a. An implied or expressed promise of reward for complying with a sexually oriented request;
- b. A reprisal, or an implied or expressed threat of reprisal, directed at one's employment for refusing to comply with a sexually oriented request;
- c. A denial of opportunity or an implied or expressed threat to deny an opportunity, for refusing to comply with a sexually oriented request.

Other examples of sexual harassment include:

- d. Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive.
- e. Unwelcome remarks about a person's body, clothing or sexual activities.
- f. Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are, by a reasonable standard, sexually suggestive, sexually demeaning or pornographic. The legitimate study, display, use or distribution of such materials or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.

- g. Unwanted and unnecessary touching, patting, pinching, or other unwelcomed physical contact.
- h. Suggestive comments or gestures of a sexual nature.
- i. Compromising invitations.

### 15.3.2 Personal Harassment

Personal harassment by either employees or employer representatives is defined as repeated offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work or learning environment.

Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment.

Comments or actions that serve a legitimate, work or study related purpose shall not constitute personal harassment under this article.

Examples of personal harassment include, but are not limited to:

- a. Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- b. Implied or expressed threat, reprisal or denial of opportunity for refusal to comply with a request which serves no legitimate work or study related purpose;
- c. Display or distribution of pictures, posters, calendars, objects, literature or other material that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons including students. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

### 15.3.3 Personal Harassment

The parties agree that the College will follow the procedures outlined in Articles 2.3 - 2.6 inclusive in the Common Agreement for all harassment complaints defined under the local Agreement in Article 15.3.2 (Personal Harassment)

### 15.4 Academic Freedom

Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. Every faculty employee is entitled to exercise academic freedom in the performance of their duties.

Academic freedom is the freedom to examine, question, teach, and learn and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures the following:

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

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

## 15.5 Indemnity

- 15.5.1 The College will maintain liability insurance, through the Ministry of Advanced Education, Training and Technology, to indemnify fully faculty employees, and former faculty employees to the maximum amount as determined by the Ministry, against judgements arising out of actions brought against faculty employees and former faculty employees acting in the normal course of their employment with the College. The College agrees to inform the Faculty Association of the terms of this coverage and of any changes in the coverage.
- 15.5.2 The College further agrees to retain counsel to defend faculty employees and former faculty employees in any action brought against employees acting in the normal course of their employment with the College and to pay the legal costs and necessary disbursements associated with the defense.
- 15.5.3 The College shall not seek indemnity against faculty employees and former faculty employees in any case in which the College is sued for conduct of faculty employees and former faculty employees acting in the normal course of their employment with the College.

15.5.4 The College will provide advance notice to those current and former faculty employees who are named by an investigation, inquiry or complaint under this article as soon as the College becomes aware.

15.6 Health and Safety

15.6.1 The College agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.

15.6.2 The Faculty Association and the College agree to comply with all regulations made pursuant to the Workers' Compensation Act, the Workplace Act or any other statute of the Province of British Columbia pertaining to the working environment.

15.6.3 Occupational Health and Safety Committee

The College shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety Regulations of the Workers' Compensation Board and ensure such committees carry out all duties and responsibilities in accordance with said regulations. There shall be no fewer than two (2) faculty employees appointed by the Association on the committee.

The Occupational Health and Safety Committee shall assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the occupational health and safety programme, and shall promote compliance with the Industrial Health & Safety regulations.

Without limiting the generality of the foregoing, the Committee shall:

- a. make recommendations for the establishment and enforcement of safety and health policies and practices.
- b. participate in the identification of dangers to the safety and health of employees of the College and recommend to the appropriate Vice-President means of controlling the dangers.
- c. advise on and promote safety and health programmes for the education and information of the employer and employees.

- d. receive, consider, and where necessary investigate complaints/reports respecting safety and health of employees and make recommendations to the appropriate Vice-President.
- e. participate in inspections at places of employment concerning the safety and health of employees. Copies of inspection reports are to be submitted to the Occupational Health and Safety Committee.

All Association appointed Committee representatives engaged in health and safety responsibilities shall be considered to be performing assigned duties while involved in safety and health inspections, accident investigations, meetings, or related activities.

Copies of the minutes of the Occupational Health and Safety Committee meetings shall be distributed to both the Association and the College.

The College in consultation with WCB and the Occupational Health and Safety Committee shall provide training to the Occupational Health and Safety Committee dealing with the objectives and the duties of the Committee.

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

15.6.5 Pursuant to Regulation 8.24 of the Industrial Health and Safety Regulations, a faculty employee may refuse to perform assigned work when the employee has reasonable cause to believe that to do the assigned work may be a danger to the health and safety of him/her self or anyone at or near the workplace. In this event, the faculty employee shall forthwith report the situation to his or her Division Dean/Regional Manager/Director or the Safety Coordinator. The situation shall then be investigated and, if possible, resolved through the following sequence:

- a. by the appropriate Division Dean/Regional Manager/Director and the employee concerned and/or his/her Faculty Association representative;
- b. by a faculty representative of the Occupational Health and Safety Committee and the Safety Coordinator;
- c. by an officer of the WCB or relevant inspector.

The Faculty Association shall be informed by the Division Dean/Regional Manager/Director of all complaints at step a. of the above sequence.

15.6.6 In accordance with the WCB Regulations for the Protection of Workers from Violence in the Workplace, employees have the right to know when they are exposed to the risk of violence in the workplace. The employer will inform employees of risks from persons known to have a history of violent behaviour and whom employees are likely to encounter in the course of their work.

A faculty member has the right to remove her/himself from any situation in which she/he perceives an immediate threat of violence to her/himself by a student. The faculty member has the right to remain away from the workplace if she/he continues to perceive her/himself to remain under threat until such time as the College has taken action to resolve the situation.

A faculty member who takes action as outlined in the above paragraph must report the fact as soon as possible, along with relevant details to her/his Division Dean/Regional Manager/Director. The College will investigate and take action as necessary. If the faculty member is dissatisfied with the result, the faculty member may refer the case to the Workers' Compensation Board.

15.6.7 First Aid Provisions

Where a faculty employee agrees with the College to perform first aid duties in addition to their normal duties of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College, and leave to take the necessary courses shall be granted with pay. An additional payment will be granted to the faculty employee at no less than the Designated First Aid Attendant monthly rate or pro rata as applicable as identified in the College First Aid Attendant/Coverage Policy 01.06.04.PR.

15.6.8 Injury Pay

A faculty employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

15.6.9 Emergency Transportation

Transportation to the nearest physician or hospital for faculty employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

15.6.10 Safety Equipment and Apparel

- a. If a faculty employee is required, under WCB Regulations, to wear safety-toed footwear, the College agrees to reimburse the employee eighty percent

(80%) of the cost of the footwear upon presentation of a receipt for one pair per calendar year.

- b. Where a faculty employee wears corrective lenses and is required to work in an environment requiring safety glasses or goggles, the College shall provide, at no cost to the faculty employee, CSA approved corrective safety glasses to be replaced annually or whenever the corrective safety lenses are damaged.

## 16. GENERAL PROVISIONS

### 16.1 Appointment of Administrators

16.1.1 The Faculty Association shall be notified a minimum of thirty (30) calendar days in advance of any College decision to fill instructional administrative positions, including acting positions for periods of five (5) months or longer. The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing instructional administrative positions.

The College agrees no new instructional administrative positions shall be proposed or created without consultation with the Faculty Association. For the purposes of this article, consultation shall mean no less than thirty (30) calendar days notification of the proposed position including a rationale for the creation of such a position, an opportunity to discuss the qualifications, duties, responsibilities and other relevant matters for the position and an opportunity to formally respond to the proposal.

16.1.2 The College and the Faculty Association agree that instructional administrative vacancies and senior administrative vacancies, including acting positions for five (5) months or longer, shall be filled according to the following procedure:

- a. The President shall strike a Committee, the size of the Committee is to be mutually agreed upon by the College and the Faculty Association but shall not be less than four (4). There shall not be less faculty than administrators on the Committee (this is not meant to preclude additional members from other areas). Faculty employees shall be appointed by the Faculty Association. The faculty employees on the Committee should represent the various areas of the College.
- b. A Faculty Committee, normally not to exceed six (6) faculty employees, may be appointed by the Directors of the Faculty Association to assist the Committee and the President. The Faculty Committee shall review the candidates' applications and resumes and make recommendations to the Committee. The Faculty Committee may interview short listed candidates. The faculty employees on the Faculty Committee should represent the various areas of the College. It is intended that at least one (1) member of the Faculty Committee also serve on the Committee. Requests for additional representatives by the Faculty Association shall not be unreasonably denied provided that the total number on the Faculty Committee is consistent with sound recruitment practices.

- c. The Committee shall be consulted on the job description and advertisements, review the list of candidates, receive advice from the Faculty Committee and any other appropriate committees, make a suitable short list, interview short listed candidates and make recommendations to the President. It is intended the Committee reach agreement on a preferred candidate but failing that, may make multiple recommendations.

For the purposes of this article, regional managers and administrative positions in the student services area to which faculty report shall be considered instructional administrative positions.

In the case of the President, a committee, normally not to exceed six (6) faculty employees, may be appointed by the Directors of the Faculty Association to assist the Board in filling the position. This committee shall review the list of candidates and make recommendations to the Board. Requests for additional representatives by the Faculty Association shall not be unreasonably denied provided that the total number on the Faculty Committee is consistent with sound recruitment practices.

- 16.1.3 For the purpose of information sharing, the College agrees that if a Coordinator's position (see Articles 4.7 and 5.5) in a programme area is discontinued and an administrative position with responsibility encompassing that programme area is created within the subsequent eighteen (18) months, then the College shall provide the Faculty Association with the following data prior to filling the administrative position:

- a. A copy of the job description of the new administrative position and
- b. An outline of how the responsibilities (in addition to teaching duties) previously assigned or delegated by the College to the Coordinator will be handled.

## 16.2 Management Performing Teaching Duties

- 16.2.1 Averaged over a teaching year, a member of management shall not instruct more than one-half (1/2) of the minimum teaching workload for a full-time faculty employee as specified in 10.2.1, 10.3.1, 10.4.1, 10.5.1 10.6.1 or 10.7.1.

16.2.2 During any one week, a member of management shall not instruct more than one-half (1/2) of the maxima teaching workload specified in 10.2.2, 10.3.2, 10.4.2, 10.5.2, 10.6.2 or 10.7.2.

16.2.3 The maximum number of students or the student/instructor ratios in classes taught by a member of management shall not exceed the numbers specified in 10.2.13, 10.3.13, 10.4.13, 10.5.12, 10.6.7, or 10.7.7. The maximum class sizes or student/instructor ratios specified in these articles shall apply to courses taught in a team-teaching format.

### 16.3 Copyright

16.3.1 The College encourages faculty employees to participate in creative activities which may lead to publications or patents. However, if such activities involve significant use of College time or materials, or if College funds or technical or secretarial assistance are specifically directed to such activities, the faculty employee should have discussions with the President and reach a written agreement as to whether the copyright or patent shall be jointly vested or vested in the faculty employee or in the College. If written agreement is not reached, the issue of copyright or patent vesting may be referred to arbitration in accordance with Article 3.6.1. The copyright or patent shall be jointly vested until the Arbitrators' decision is received.

16.3.2 Faculty employees are warned that they are responsible for obtaining permission from, or clearing requirements of, copyright owners if they wish to duplicate, copy or otherwise use copyrighted materials in their classes, laboratories, or for circulation by the Resource Centre. The College may pay any royalties involved in such use, on the approval of the appropriate Vice President.

### 16.4 Subsidiary Employment - Full-time Faculty Employees

- a. Full-time faculty employees shall not undertake employment which constitutes a conflict of interest with the College.
- b. Full-time faculty employees who undertake employment outside of the College shall provide at least thirty (30) days' prior written notification to the President. The written notification shall include sufficient detail to permit the President to make an assessment regarding possible conflict of interest. The notice shall indicate if the subsidiary employment shall extend past one

(1) academic year. The President may deny subsidiary employment, in writing, within fourteen (14) calendar days of receipt of notice, if it constitutes a conflict of interest. The President reserves the right to review his/her decision regarding the conflict of interest annually if the subsidiary employment extends past one (1) academic year. It is agreed that if the thirty (30) days' prior notification is not provided, the President may also deny the subsidiary employment; however, denial due to failure to provide the thirty (30) days' notice shall not be unreasonable.

## 16.5

Governance - Education Council

Subject to future changes in legislation, an Education Council shall be established in accordance with the provisions of Bill 22 - Colleges and Institutes Amendment Act, 1994. It is understood that the provisions of the Act (not the Collective Agreement) apply to the operations of the Council.

**SCHEDULE A**  
**FULL-TIME FACULTY SALARY SCALE**

STEP	CURRENT SCALE	APRIL 1, 2000
1	63,400	65,200
2	61,900	63,173
3	60,400	61,360
4	58,900	59,599
5	57,400	57,889
6	55,900	56,227
7	54,400	54,614
8	52,900	53,046
9	51,400	51,524
10	49,900	50,045
11	48,400	48,609
12	46,900	47,214
13	45,400	45,859
14	43,900	

2. Coordinator's Allowance - effective April 1, 1997 - \$2,006.00; April 1, 2000 - \$2048.13

3. Calculation of Overload

Type 1(a), 1(b), 1(c), and 1(d): salary p.a. /52 weeks/18 hours per week X 1.5 (time and one-half)

Type 2: salary p.a./52 weeks/25 hours per week X 1.5 (time and one-half)

Type 3: salary p.a./52 weeks/30 hours per week X 1.5 (time and one-half)

**SCHEDULE B**  
**PART-TIME FACULTY SALARY SCALE**

**Effective April 1, 1997****Effective April 1, 2000**

STEP	TYPE 1	TYPE 2/3	TYPE 4	LAB DEMO		STEP	TYPE 1	TYPE 2/3	TYPE 4
1	39.97	28.79	23.98	32.26		1	41.97	30.23	25.18
2	41.89	30.16	25.13	34.19		2	43.98	31.67	26.39
3	43.84	31.56	26.29	36.12		3	46.03	33.14	27.60
4	45.77	32.95	27.46	38.04		4	48.06	34.60	28.83
5	47.69	34.35	28.62	39.97		5	50.07	36.07	30.05
6	49.63	35.72	29.78	41.89		6	52.11	37.51	31.27
7	51.55	37.12	30.93	43.84		7	54.13	38.98	32.48
8	53.49	38.50	32.10	45.77		8	56.16	40.43	33.71
9	55.41	39.90	33.26	47.69		9	58.18	41.90	34.92
10	57.34	41.28	34.41	49.63		10	60.21	43.34	36.13

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: DIVISION DEAN APPOINTMENTS AND  
RE-ESTABLISHMENT OF SENIORITY**

Effective August 1, 1991, the Faculty Association agrees to recognize bargaining unit seniority for division dean appointees equivalent to teaching assignments during the term of the appointment. Such seniority is acquired at the time the individual becomes a member of the Faculty Association normally at the completion of the appointment.

Individuals accepting a division dean appointment must notify the Faculty Association in writing within thirty (30) days of accepting the appointment, that it is their intention to seek such accumulated seniority under the terms of this letter should they become members of the Faculty Association at the completion of the appointment. Individuals seeking Faculty Association seniority shall pay the equivalent union dues, initiation fees and other assessed charges equivalent to their teaching assignments.

The terms of this letter are in addition to those in the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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

**LETTER OF AGREEMENT****BETWEEN:****THE COLLEGE OF NEW CALEDONIA BOARD****AND:****THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA****RE: PROVISION OF ADDITIONAL EDUCATIONAL RESOURCES**

The College has the duty to accommodate students. Both the College and the Faculty Association agree to promote the educational opportunities of all students, including those who may significantly affect routine, instruction, or the learning environment of the class.

**POLICY FOR PROVISION OF ADDITIONAL EDUCATIONAL RESOURCES**

Whenever possible instructors shall be notified prior to the start of class when a student with intensive support needs enrolls. When an instructor believes that a student's presence is creating demands that are above and beyond what is a typical workload, the instructor and the instructor's administrator shall follow the following procedure for requesting additional educational resources. A Standing Committee on Additional Educational Resources shall be formed, and it shall consider requests, recommend to the Vice-President Academic additional educational resources (including funding sources where appropriate), and monitor the implementation of its recommendations. This committee shall consist of, at minimum, a representative from Disability Support Services, a representative from Counselling, and an academic administrator. When a situation arises, the Standing Committee shall consult the referring instructor, his/her administrator, and the student.

**PROCEDURE FOR REQUESTING ADDITIONAL EDUCATIONAL RESOURCES**

1. The instructor and/or program administrator shall make referrals to existing resources and access them as appropriate.
2. If the instructor/program administrator determines that the concern cannot be met by existing resources, he/she shall refer the concern to the Standing Committee on Additional Educational Resources.
3. The Standing Committee shall:
  1. review the referral to ensure that all existing resources have been accessed.
  2. identify means by which the referring concern can be addressed. These may include such things as recommending additional support services eg. peer or paid aide, recommending specific equipment, identifying instructional strategies, referring to internal or external support service, referring to another program or another class, recommending a delay or registration to another semester or recommending that the student withdraw.
  3. arrange for implementation when a specific resource has been recommended.
  4. monitor the efficacy of the suggestions recommended.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date: \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: EVALUATION PROCEDURES FOR FACULTY**

1. The Faculty Association and the College agree to establish an Evaluation Committee for the purpose of developing an evaluation procedure for all faculty of the College.
2. The Committee shall consist of up to three (3) representatives of the College and three (3) representatives of the Faculty Association.
3. The Committee shall create its own terms of reference and procedures subject to the following:
  - a) The Committee shall provide both parties with a written draft report by March 31, 1999.
  - b) After consultation with the parties, the Committee shall provide a final report to the parties by May 15, 1999.
4. The parties shall then negotiate regarding the inclusion of provisions into the Collective Agreement, and will amend Article 7 where necessary.
5. Agreed upon provisions shall become effective immediately upon signing, but in no case shall the effective date be later than the expiry date of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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

**LETTER OF AGREEMENT****Between:****THE COLLEGE OF NEW CALEDONIA BOARD****And:****THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA****Re: SECONDMENTS TO/FROM THE COLLEGE OF NEW CALEDONIA****and****PUBLIC POST-SECONDARY AND OTHER INSTITUTIONS IN BRITISH  
COLUMBIA**

In accordance with Section 1.2.7 of the Collective Agreement, this letter defines further the Secondment Process. The College and the Faculty Association recognize that Secondment relationships between the College of New Caledonia (College) and other public post-secondary institutions in British Columbia are beneficial.

**Secondments**

Secondments may be initiated by the College, by a faculty employee or by another institution and are governed by both a contract between institutions and the provisions of the Collective Agreement. Secondments are separate from other types of Leave in the Collective Agreement and are separate from the provisions of Article 16.4 (Subsidiary Employment) and 12.5 (Exchange Leave). Without restricting the application of Article 16.4 (Subsidiary Employment), the parties recognize that the appropriate mechanism for teaching within one's discipline for another institution is Secondment.

A Secondment will take place only with the prior joint agreement of both parties to the Collective Agreement and the faculty employee. The parties recognize that the terms and conditions of each Secondment may vary depending on circumstances but the following principles shall apply:

1. The Secondment shall normally be for a period of one (1) academic year subject to renewal to a maximum of two (2) years, at which time the parties will review the arrangement.

- 2. Terms and conditions of the Secondment shall be agreed to in writing by all parties prior to its commencement.
- 3. The terms and conditions of the Collective Agreement shall apply except as modified to accommodate the provisions of the secondment agreement between the institutions and the requirements of the receiving institutions. In such a case alternative but equivalent terms and conditions shall be agreed to by all parties prior to the commencement of the Secondment.
- 4. A copy of the secondment agreement between the institutions shall be provided to the Faculty Association and the faculty employee.

A typical Secondment might be initiated by a request from another educational institutions to CNC or at the request of a faculty employee. The College, Faculty Association, and employee shall then meet to discuss the terms of the Secondment and the workload of the faculty employee as outlined above. Any arrangement to such things as workload hours and preparations, student numbers, office hours, professional development opportunities and travel will be agreed to in writing prior to commencement of the Secondment.

**SECONDMENT OF INSTRUCTORS TO THE COLLEGE OF NEW CALEDONIA  
FROM OTHER INSTITUTIONS**

It is recognized that the College may enter into a secondment arrangement with another institution for the purpose of using instructors with special skills and qualifications not available within the bargaining unit, to fill full-time or part-time positions.

The terms and conditions of such a relationship shall be subject to the prior joint agreement of all parties and shall be consistent with the terms and conditions of this Collective Agreement. Secondment arrangements shall be for no longer than one (1) year.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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Date: \_\_\_\_\_

**LETTER OF AGREEMENT****BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA**  
(the "CNC")

**AND:**

**THE FACULTY ASSOCIATION OF**  
**THE COLLEGE OF NEW CALEDONIA**  
(the "Faculty Association")

**RE: TRANSITION FOR THE NORTHERN COLLABORATIVE**  
**BACCALAUREATE NURSING PROGRAM**  
(the "NCBNP")

**Transition**

1. CNC and Faculty Association acknowledge that the shift in the Nursing Faculty to the NCBNP will require a transition period. The transition period is defined as commencing effective January 1, 1997 and concluding on August 1, 2002.
2. Faculty employees shall ensure that, by the end of the transition period, they have obtained any qualifications they may yet require to teach in the NCBNP. Failure to satisfy this requirement will result in a non-disciplinary layoff, in accordance with the Labour Adjustment Agreement and 6.4 (of the Collective Agreement) without right of recall to the NCBNP.
3. During the transition period, CNC may employ part-time or sessional employees in the NCBNP. Such employees will have all rights as would apply under the Collective Agreement, and the Labour Adjustment and the Workload Letters of Agreement. For the purposes of Article 6.6.2 (of the Collective Agreement), Diploma Nursing and NCBNP shall be considered the same discipline. At the conclusion of the transition period, CNC and the Faculty Association will agree to a seniority list as of August 1, 2002. In no case will any part-time or sessional employee hired during the transition period have equal or greater seniority rights than any present employee then remaining on the seniority list.
4. Should a regular position in the NCBNP become available on or before August 31, 2002, a sessional employee who has otherwise met the requirements of 5.2.5 (of the Collective Agreement) shall have the right of first refusal to the regular position. Others who have

held the same sessional position(s) shall be short-listed, if applied for. 5.1.2 (of the Collective Agreement) shall not be applicable during the transition period.

5. During the transition period, time spent working on achieving qualifications for the NCBNP shall fulfill the requirement for scholarly activity until qualifications are achieved. The processes described in 3.4 and 3.5 shall apply.
6. All current and former nursing faculty employees except those who take early retirement or are laid off without recall rights, as acknowledged by or agreed to in this Letter of Agreement, will be considered to hold regular faculty appointments in the NCBNP.
7. (a) The order of seniority of nursing faculty employees effective July 31, 1996 shall remain unchanged for the purpose of lay off from, and recall to, positions in the NCBNP up to and including August 31, 2002, except in cases of lay off for failure to achieve qualifications as per Clause 6 of this agreement. The parties agree that the offer of seniority effective July 31, 1996 was as follows:
  1. Croken, Miyoko
  2. Friedrich, Kori
  3. Robinson, Sandy
  4. Petriw, Borden
  5. Applegate, Mary
  6. Lynch, Nancy
  7. Andrew, Chris
  8. Symmes, Nancy
  9. Ollech, Sandy
  10. Sullivan, Gail
  11. Sculley, Azizah
  12. Barclay, Don
  13. Healey-Ogden, Marion
  14. Haines, Judy
  15. Graf, S.
  16. Lindsay, A.
  17. Garteig, L.
  18. Chute, Lisa
- (b) This provision does not imply right of recall for any employee for whom it does not otherwise exist pursuant to this Letter of Agreement.

4. A laid off employee shall be considered qualified for recall in accordance with Article 6.4.13 of the Collective Agreement provided she/he has a Masters Degree, or can substantially demonstrate she/he is pursuing a Masters Degree, as described in Clause 5 (a).

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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

**LETTER OF AGREEMENT**

**BETWEEN:**

**COLLEGE OF NEW CALEDONIA**

**AND**

**THE FACULTY ASSOCIATION OF CNC**

**RE: ADJUNCT APPOINTMENT COMMITTEE: NCBNP**

The parties agree that there are a number of issues which need to be discussed concerning adjunct appointments in the Northern Collaborative Baccalaureate Nursing Program. The matters to be discussed concern the relationship between the College and its faculty, rather than any matters involving UNBC or the UNBC Faculty Association. Examples are:

- If a CNC faculty employee is evaluated by UNBC, is the evaluation used as part of the College evaluation process?
- Do CNC faculty employees have to apply for adjunct appointments, and what happens if they are not accepted by UNBC, or if they do not wish to apply, etc.?

The parties agree to form a Joint Committee, comprised of three (3) representatives of the Faculty Association and up to three (3) representatives from the College, to examine issues of common concern related to Adjunct Appointments. This Committee will issue a report, along with any recommendations or suggestions to their respective principals by May 31, 1999.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date: \_\_\_\_\_

**LETTER OF AGREEMENT****BETWEEN:****COLLEGE OF NEW CALEDONIA****AND****THE FACULTY ASSOCIATION OF CNC****RE: EDUCATIONAL LEAVE FLEXIBILITY**

The College and the Faculty Association acknowledge the benefits of offering a flexible approach to participation in Educational Leave opportunities. In recognition of the varying types and lengths of educational renewal, the parties have developed the following language to enhance flexible access to Educational Leave with the understanding that the language will supercede the provisions of Article 13.5.12 until a review of the terms and the process is completed as described below.

1. Educational leave shall be available to qualifying faculty employees according to the following options:
  1. eight (8) or nine (9) months at 60% salary she/he would receive if not on educational leave.
  2. two (2) to seven (7) months at 80% salary she/he would receive if not on educational leave.

Educational leaves of less than 9 months duration shall coincide with an instructional period for the faculty employee or as agreed to by the College.

A maximum of six (6) faculty employees may be on educational leave at any one time unless otherwise mutually agreed to by the parties.

The intent of the parties is that the full Educational Leave entitlement shall be used each year. However, in the event that this does not occur, the parties agree that a maximum of 5% of the Educational Leave allocation may be carried forward to the next budget year as Educational Leave allocation. (13.3.1).

2. An Educational Leave Review Committee comprised of three (3) faculty appointees and three (3) representatives of the College shall be established by August 15, 2000 to evaluate how the Educational Leave flexibility language above works in practice. The recommendations of the Committee shall be submitted to the parties for ratification by September 30, 2000.

3. The ratified language shall be incorporated into the Educational Leave flexibility language above. This language shall then become Article 13.5.12 of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date: \_\_\_\_\_

LETTER OF AGREEMENT

Between:

The College of New Caledonia

And:

The Faculty Association of the College of New Caledonia

Re: NON REGULAR SENIORITY RIGHTS

The College and the Faculty Association agree that there should be an equitable method of ensuring that service to the college translates into increased employment rights for employees.

The parties agree that employment opportunities should be based on qualification, seniority, and satisfactory evaluation. To this end, the following language has been developed for Non-Regular Seniority rights. This language shall replace clauses 5.2.2, 5.7, 6.6, 2.8.1, 10.18.2.

## 6.6 (New) Non-Regular Seniority

- 6.6.1 a. A faculty employee who has completed twenty-five (25) cumulative weeks of appointments at the same campus, who has received no unsatisfactory evaluations, and who is given a reappointment to a further position within eight (8) calendar months from the completion of the last appointment shall be entitled to the recall rights established in 6.6. For the purposes of Article 6.6, appointment durations include preparation, professional development and vacation time. Both consecutive and intermittent positions (exclusive of sessional positions of four (4) weeks or less) separated by five (5) months or less must count toward this total. Any extension of more than four (4) weeks to an appointment constitutes a reappointment.
- b. For the purposes of calculation of cumulative service in 6.6.1a sessional appointments shall be expressed in weeks.
- c. For the purposes of calculation of cumulative service in 6.6.1a. part-time appointments shall be converted to weeks as follows:

$$\text{Type 1 } \frac{\text{Length of appointment in hours}}{12 \text{ hours}} = \text{weeks}$$

$$\text{Type 2 } \frac{\text{Length of appointment in hours}}{16 \text{ hours}} = \text{weeks}$$

$$\text{Type 3/4 } \frac{\text{Length of appointment in hours}}{20 \text{ hours}} = \text{weeks}$$

- 6.6.2 When a sessional or part-time position becomes available at a campus, it shall be offered to the individual who is entitled to recall, who is qualified, who has the greatest cumulative service at that campus, and who has not received unsatisfactory evaluations.
- 6.6.3 If the offer of an appointment is turned down, the appointment shall be offered to the qualified individual who is entitled to recall with the next greatest cumulative service at that campus, provided he/she has not received unsatisfactory evaluations.

6.6.4 A record of cumulative service will cease when two (2) years have passed without employment with the College at the same campus location; and/or the individual fails to keep the Human Resources office informed in writing of his/her current address and telephone number.

6.6.5 a. If an individual refuses two (2) consecutive offers of appointments under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.

b. When an employee informs the Human Resources Director in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during the period.

The employee may extend the period for which he/she is unavailable for work to a maximum of twenty-four (24) months after which the employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.

6.6.6 It shall be the responsibility of the person on the recall list to keep the College informed in writing to Human Resources of increased qualifications, current address and telephone number, and changes in employment availability (time of day, type of work - sessional, part-time).

6.6.7 It shall be the College's responsibility to canvass all appointees by January 1 of each year to ascertain current qualifications, employment availability, and instructional interests of each employee. The College shall forward a list of this information to the Faculty Association. Such information shall be used to determine the qualifications and availability of the employee for purposes of appointment selection. (Old 6.6.8)

6.6.8 On May 31 of each year the non-regular seniority list shall be updated. A copy of the updated list shall be sent to the Faculty Association within two (2) weeks.

2.8.1 In addition, the College shall provide the Faculty Association with notification of intent to remove a non-regular faculty member from the non-regular seniority list thirty (30) days prior to the proposed removal from the list.

10.17.2 Upon achieving eligibility for the non-regular seniority list, faculty employees shall be entitled to professional development time.

3. Professional development for sessional appointments shall be calculated at the rate of two (2) working days for each instructional month of the appointment, with the total number of days rounded.
4. Professional development for part-time appointments shall be calculated at ten (10) percent of the total hours of the appointment.

Professional development time shall be non-cumulative from one working year to another, and any unused entitlement shall be forfeited.

#### Implementation

4. Employees on the existing Continuing Part-Time list and/or the existing Sessional recall list shall be included on the Non-Regular Seniority list.
  5. Employees who would earn the right under the existing Collective Agreement during the 1997/98 working year will be included on the Non-Regular Seniority list.
  6. Placement on the Non-Regular Seniority list will be determined based upon accumulated hours in the case of Continuing Part-Time employees and accumulated weeks in the case of Sessional employees with recall rights. Appropriate adjustments will be made for all employees who worked in either part-time or sessional positions after August 1, 1995.
- 
4. Only employees on the Continuing Part-time list as of March 31, 1998, and employees who would subsequently earn the right to go on the list under the Collective Agreement covering April 1, 1996 to March 31, 1998, shall be entitled to the severance provisions of Article 6.8, pending mutual agreement by the parties to any changes. It is agreed that the "average annual hours worked" referred to in Article 6.8 excludes hours worked on sessional appointments, pending mutual agreement by the parties to any changes.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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



IN WITNESS WHEREOF the College Board has caused these presents to be sealed with the seal of the College of New Caledonia Board, Prince George, B.C. and signed by the Chairman and the Bursar of the College Board and the Faculty Association of the College of New Caledonia has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1996.

SIGNED, SEALED AND DELIVERED  
BY THE FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA

SEALED WITH THE SEAL OF THE  
BOARD OF THE COLLEGE OF NEW  
CALEDONIA

Prince George, B.C., and signed by in the presence of

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**INDEX****A**

Academic Freedom.....	197
Research .....	198
Additional Educational Resources .....	210
Administrators	
Appointment of.....	202
Board .....	63
Co-ordinator's position discontinued .....	203
Committee .....	202
Definition.....	63
Division Dean & Seniority .....	209
Employment outside bargaining unit .....	94
Faculty Committee .....	202
Notification of appointment .....	202
Performing Teaching Duties .....	203
President, College.....	63
Vice President.....	63
Adoption Leave .....	171
Full-time faculty employee .....	171
Part-time on Non-Regular Seniority List .....	173
Seniority .....	171
Vacations .....	171
Age, Discrimination .....	194
Agreement	
Copies and distribution.....	66
Term of.....	61
Appointment	
Administrators .....	202
Completion of, Full-time Faculty .....	96
Coordinator.....	84
Division Deans .....	209
Full-time Faculty Employees .....	84
Part-time Faculty Employees .....	91
Part-time Faculty on Non-Regular Seniority .....	91
Probationary Faculty .....	83
Sessional Faculty .....	81

## Arbitration

Board .....	74
Classification disputes.....	113
Copyright disputes.....	204
Dismissal .....	108
Harassment grievance.....	197
Introduction of degree programs .....	70
Jurisdictional disputes .....	230
Layoffs.....	95
Legislation .....	62
Procedure.....	74
Release time for.....	67
Technological change.....	110
Workload .....	122
Association - College Relations .....	69

**B**

Benefits.....	187
Bridging of Benefits .....	189
Bridging for Faculty on NRSL and Sessional Faculty .....	189
Changes to Benefits Contract.....	190
Dental Plan .....	188
Disability Insurance.....	188
Employee Family Assistance Program.....	187
Extended Coverage.....	187
Faculty on LTD .....	189
Faculty on NRSL.....	188
Group Life and Disability Insurance .....	188
Lens coverage - work related .....	188
- vision care .....	187
Medical Insurance plus Extended Coverage .....	187
Moving expenses - Full-time Faculty Employees .....	190
Part-time Faculty on the NRSL .....	188
Pension Plan .....	187
Bereavement Leave .....	28
While on Leave .....	28
Board	
Employer .....	55

Definition.....	63
Grievance by.....	73
<b>C</b>	
Cancellation of courses for Part-time Faculty Employees .....	92
Centre for Student Success.....	143, 147
Class size	
Type 1 (a) Faculty Employees.....	121
Type 1 (b) Faculty Employees .....	127
Type 1 (c) Faculty Employees.....	133
Type 1 (d) Faculty Employees .....	138
Type 2 Faculty Employees .....	144
Type 3 Faculty Employees .....	149
Type 4 Faculty Employees .....	152
Coaching.....	156
Collective Agreement	
Copies and Distribution.....	66
Committees	
Committee of Common Concerns .....	69
JADRC .....	7
Community Affairs.....	158
Compassionate Leave (also see Bereavement Leave).....	28, 167
Completion of Appointment	
Full-time Faculty Employees .....	96
Conflict of Interest.....	205
Consulting Work	
Non-College Activities.....	205
Continuing Part-time Faculty (see Part-time Faculty on NRSL)	
Contract Training and Marketing Society (CTM).....	13
Contracting Out .....	27, 57
Contracting Out Review Process.....	58
Job Security .....	57
Protection of Bargaining Unit .....	57
Coordinators .....	84
Accountability .....	86
Administrative Duties.....	87
Appointments .....	84
Centre for Student Success.....	88

College and Career Preparation.....	89
Coordinator Release Time.....	85
Counselling.....	87
Dental Studies: Curriculum.....	90
Early Childhood Education.....	88
Generic Job Description.....	86
Instructional, Academic, Cirricular Duties.....	86
Release Time.....	85
Responsibilities.....	79
Selection.....	85
Trades (Danson and Ogilvie).....	88
Copyright and Intellectual Property.....	17, 204
Permission of Copyright Owners.....	204
Vesting.....	204
Counsellors	
Classification.....	116
Responsibilities of.....	77
Workload of.....	152
Courses	
Degree-Completion Programs.....	70
Enterprise Development Centre.....	64
G.E.D.....	63
General Interest Courses.....	63
Study Skills.....	63
Transmitted Live.....	112
Court Appearance.....	29.167
Cumulative teaching year.....	81
Curriculum revision.....	155
Developed Courses.....	155
Development of New Courses/Programs.....	155
<b>D</b>	
Deferred Salary Leave (see Self-funded leave).....	29, 178
Definitions.....	62
Associate Director, Director, Division Dean, Regional Manager.....	63
Average.....	64
Board.....	63
Cumulative Teaching Year.....	81

Common Agreement definitions .....	51, 52
Directors of the Faculty Association .....	63
Discipline.....	63
Early Retirement.....	33
Faculty Association .....	63
Faculty Employee.....	62
Full-time Faculty Employee.....	62
General Interest Course .....	63
Lecture or Teaching Hour .....	64
Part-time Faculty Employee.....	62
President .....	63
Teaching Semester .....	64
Technological Change.....	64, 109
Vice President.....	63
Working Day(s).....	64
Working Year .....	64
Degree-Completion Programs .....	70
Dental Plan .....	188
Disability	
& Discrimination.....	194
Insurance .....	188
Insurance plan/Worker's Compensation .....	168
Medical Examinations.....	170
Physical or Mental.....	170
Discipline (field of study).....	64
Discipline.....	105
Appeal against Dismissal .....	108
Failure to Report for Duty .....	108
Part-time Faculty employees .....	105
Persistent Neglect of Duties .....	107
Procedures .....	107
Professional Incompetence.....	107
Discrimination (also see Harassment).....	2, 194
Dismissal .....	107
Appeal against Dismissal .....	108
Dismissal Procedures .....	107
Failure to Report for Duty - Part-time Faculty.....	108
Full-time Faculty employees .....	107

Gross Misconduct.....	107
Procedures .....	107
Suspension and Discharge.....	10
Dispute Resolution .....	7, 9
Jurisdictional (local).....	228
Distance Learning Faculty	
Classification .....	116
Distributed Learning and Technology in Education .....	44
Division Dean Appointments .....	209
Dues	
Faculty Association .....	65
<b>E</b>	
Early Retirement Incentive Plan.....	33, 191
Agreement .....	191
Early Retirement Incentive.....	33, 192
Eligibility.....	33, 191
Financial Counselling.....	193
Offer of Incentive .....	191
Incentive .....	192
Medical Benefit Coverage.....	192
Process.....	191
Protection of Medical Benefit Coverage .....	192
Education Council .....	205
Educational Leave .....	165, 180, 219
Authorized List.....	183
Changes in Proposal .....	184
Committee .....	181
Debt to the College.....	185
Flexibility .....	219
Number .....	183
Procedures .....	183
Qualifying for.....	183
Report on Activities.....	185
Submission to President .....	183
Supplement Income .....	184
Withdraw .....	184
Educational Resources .....	210

Effect of this Agreement (superior benefits) .....	34
Electronic Registry .....	23, 38, 39
Employee Family Assistance Program (EFAP) .....	187
Employee Rights .....	194
Discrimination .....	194
Employment of Workers with Disabilities .....	194
No Discrimination .....	194
Employee Security and Regularization .....	18
Sessional Faculty .....	81
Non-Regular Seniority .....	97
Employer/Union Relations .....	6
Employment Equity .....	56
Employment Outside Bargaining Unit .....	94
Enterprise Development Centre .....	64
Evaluation of Course Material	
Self-instructional or Pre-packaged Courses .....	110
Evaluation of Faculty .....	103
Evaluation Procedures .....	104, 212
Full-time Faculty .....	103
General Information .....	103
Part-time Faculty .....	103
Probationary Faculty .....	103
Responsibility for the Initiation of Evaluation .....	103
Sessional Faculty .....	103
Evening Classes	
Type 1(a) Faculty Employees .....	120
Type 1(b) Faculty Employees .....	126
Type 1(c) Faculty Employees .....	132
Type 2 Faculty Employees .....	147
Type 3 Faculty Employees .....	150
Type 4 Faculty Employees .....	153
Exchange Leave .....	26, 166
Extended Leave of Absence .....	170
Conditions of .....	178
Extended Leave of Absence Without Pay .....	173
Advance Notice .....	174
Fringe Benefits .....	175
Length of Time .....	174

**F**

## Facilities

Use of by Union .....68

Faculty Appointments .....79, 81, 84

Continuing part-time Positions (also see Non-regular seniority).....91, 97

Coordinator.....84

Definition.....62

Evaluation.....103

Full-time Faculty .....81

Part-time Faculty on the Non-Regular Seniority List .....90, 97

Probationary .....83

Sessional Positions on the Non-Regular Seniority List .....81, 97

Faculty Association .....65

Absence from Duties .....67

Contract Committee .....66

Definition.....55, 63

Directors of.....63

Dues.....65

Leaves of Absence.....66

List of Officers .....68

Meeting Space .....68

Membership.....65

Membership Application.....66

President Release Time .....66

Replacement Costs .....67

Rights to Information .....68

Security.....65

Stewards .....66

Union Business.....67

Faculty Classification .....113

Type 1 (a) Faculty Employees.....113

Type 1 (b) Faculty Employees .....115

Type 1 (c) Faculty Employees.....115

Type 1 (d) Faculty Employees .....115

Type 2 Faculty Employees .....115

Type 3 Faculty Employees .....116

Type 4 Faculty Employees .....116

Family Illness Leave .....	28, 169, 170
First Aid Provisions.....	202
Training Payment .....	202
FTE Calculation for PD Fund .....	179
Full-Time Faculty Salary Scale.....	37, 206
<b>G</b>	
Gender Discrimination .....	194
General Interest Courses .....	63, 154
General Leave (also see Leave of Absence) .....	28
Governance - Education Council .....	205
Grievances .....	71
Arbitration Procedure .....	74
Formal Grievance Procedure - Board.....	73
Formal Grievance Procedure - Union .....	71
Harassment .....	2, 73
Informal Resolution of Grievance.....	71
Nature of Grievance .....	71
Procedures .....	71
Group Life and Disability Insurance - Full-time Faculty.....	188
<b>H</b>	
Harassment.....	2, 195
Definition.....	195
Personal Harassment .....	196, 197
Process.....	197
Sexist Jokes .....	195
Sexual Harassment .....	195
Unwelcome Remarks.....	195
Verbal Harassment .....	195
Health and Safety .....	198
Emergency Transportation .....	201
First Aid Provisions.....	200
Injury Pay .....	200
Occupational Health and Safety Committee .....	198
Safety Equipment and Apparel.....	201
Worker's Compensation Act .....	198
Workplace Act.....	198

Health and Welfare Benefits .....	30, 187
Accidental Death and Dismemberment Insurance .....	32
Benefits for Faculty on LTD .....	189
Bridging of Benefits .....	189
Changes to Benefit Contracts .....	190
Dental Plan - Full-time Faculty .....	32, 188
Dental Plan - Non-Regular Part-time .....	32, 188
Employee Family Assistance Program.....	187
Group Life and Disability Insurance - Full-time Faculty.....	188
Joint Committee on Benefit Administration .....	30
Lens Coverage - Full-time Faculty.....	188
Medical Insurance plus Extended Coverage .....	32, 187
Part-time Faculty on the NRSL .....	32, 188
Pension Plan .....	187
 Hour, teaching	
Definition.....	64
Human Resources Department	
Personnel File.....	105
Recall List.....	95
Human Resources Database .....	6
 <b>I</b>	
Indemnity.....	197
Insurance	
Changes to Benefit Contracts .....	190
Disability .....	188
Group Life .....	188
Liability .....	197
Travel.....	158
Introduction of Courses Transmitted Live .....	112
 <b>J</b>	
Joint Administration & Dispute Resolution Committee (JADRC).....	7
Agreement Dispute Resolution Procedure .....	8
Interpretive Assistance .....	9
Local Agreement Disputes .....	9
Job Postings Registry .....	23, 38

Job Security .....	18, 57
Job Sharing .....	177
Joint Committees	
Committee of Common Concerns .....	69
JADRC .....	7
Joint Contracting Out Committee.....	59
Joint Committee on Benefits Administration.....	50
Joint Labour - Management Committee.....	25
Jurisdictional Disputes .....	11, 56, 228
Jury Duty .....	29, 167
<b>L</b>	
Laboratory Demonstrators	
Responsibilities .....	79
Workload Type 1 (a) .....	117
Workload Type 1 (a) - Part-time .....	121
Workload Type 1(b) .....	123
Workload Type 1(c) .....	130, 134
Labour Adjustment Fund.....	27
Labour Code (Canada) .....	68
Labour Relations Code (1992) of British Columbia .....	55
Picket lines .....	68
Lay-off.....	26, 92
Full-time Faculty .....	93
Notice of.....	94
Part-time Faculty .....	100
Recall.....	93
Severance - Full-time Faculty .....	99
Leaves.....	164
Benefits While on Leave .....	28
Bereavement Leave .....	28
Compassionate Leave.....	28
Conditions of Extended Leaves.....	178
Deferred Salary Leave (see Self-funded Leave)	
Disability .....	170
Educational Leave .....	165
Exchange Leave .....	29, 166
Extended Leave of Absence Without Pay .....	28, 173

Jury Duty and Court Appearance .....	167
Leave of Absence for College Committees.....	15, 66
Leaves of Absence for Faculty Association Business.....	66
Maternity/Adoption Leave .....	171
Parental Leave .....	29, 172, 173
Partial Leaves - Full-time Faculty .....	176
Paternity Leave.....	171
Political Leaves of Absence - Full-time Faculty .....	29, 175
Self-funded Leave .....	178
Short-term Personal Leave .....	173
Sick Leave .....	167, 169
Union Leave .....	16
Vacation Entitlement.....	164
Lecture Hour.....	64
Legal Assistance.....	199
Lens Coverage	
Vision Care.....	188
Work Related - Full-time Faculty .....	188
Letters of Agreement & Understanding - Local and Common Agreements	
Adjunct Appointment Committee: NCBNP.....	217
Class Sizes.....	46
Computer/Network Electronics Technician Diploma Program .....	227
Distributed Learning and Technology in Education .....	44
Division Dean Appointments .....	208
Educational Leave Flexibility .....	218
Electronics Technician Common Core Certificate Program.....	227
Evaluation Procedures for Faculty .....	211
Kwantlan University College .....	47
Non-Regular Seniority Rights .....	220
Provision of Additional Educational Resources.....	209
Regularization of Named Individuals at CNC .....	41, 42
Secondary Scale Review .....	43
Secondary Scale Revisions CNC .....	41
Secondary Scale Revisions OUC/UCC.....	40
Secondments To/From CNC .....	212
Secondary Scales at Malaspina University College.....	45
Transition from the NCBNP.....	214

**Librarians**

Classification .....	116
Responsibilities .....	77
Workload .....	152
Life Insurance .....	188
Lockouts .....	61, 62

**M**

Management Performing Teaching Duties .....	203
Students .....	204
Workload .....	204
Maternity/Adoption Leave .....	171
Part-time Faculty on Non-Regular Seniority List .....	173
Seniority .....	171
Vacations .....	171
Mediation .....	61
Medical Insurance .....	187
Extended Coverage .....	187
Meetings .....	156
Misconduct .....	107
Moving Expenses - Full-time Faculty .....	190

**N**

Non-Regular Seniority List (Faculty on .....	97, 220
Resignation .....	92
Rights .....	220
Unavailable for Work .....	93
Non-Teaching Functions .....	156
Northern Collaborative Baccalaureate Nursing Program (NCBNP) .....	214
Adjunct Appointment Committee .....	217

**O**

Occupational Health and Safety Committee .....	198
Minutes of .....	198
Refusal to Perform Assigned Work .....	299
Violence in the Workplace .....	199
Office Hours	
Type 1 (a) Faculty Employees .....	119

Type 1 (b) Faculty Employees .....	125
Type 1 (c) Faculty Employees.....	131
Type 1 (d) Faculty Employees .....	137
Type 2 Faculty Employees .....	143
Type 3 Faculty Employees .....	149
Overload	
Type 1 (a) Faculty Employees.....	119
Type 1 (b) Faculty Employees .....	125
Type 1 (c) Faculty Employees.....	131
Type 1 (d) Faculty Employees .....	137
Type 2 Faculty Employees .....	144
Type 3 Faculty Employees .....	149
Type 4 Faculty Employees .....	153
<b>P</b>	
Parental Leave .....	29, 172
Part-time Faculty	
Appointment.....	90
Availability for Work .....	93
Evaluation.....	103
On the Non-Regular Seniority List .....	97
Placement on Scale.....	162
Resignation.....	92
Salary Scale .....	208
Partial Leaves .....	176
Parties to the Agreement .....	55
Paternity Leave.....	29, 171
Natural Mother .....	172
Part-time Faculty on the Non-Regular Seniority List .....	173
Seniority .....	172
Spouse of Natural Mother .....	172
Vacation.....	172
Pensions.....	33, 187
Personal Harassment .....	196
Definition.....	196
Physical Threat .....	196
Process.....	3, 197
Threat.....	196

Personnel Files .....	105
Access.....	105
Documents of Disciplinary Nature.....	105
Employee's Response.....	105
Physical and Mental Disability	
Full-time Faculty .....	170
Picket Lines .....	68
Placement On Scale.....	160
Full-time Faculty .....	160
Merit Increases .....	161
Part-time Faculty .....	162
Political Leave of Absence.....	175
Length of Time.....	176
Post-Secondary Educational Opportunities.....	60
Secondment Agreements.....	60
Practicum Supervision.....	128, 135, 143
Teaching Hour.....	64
Pre-packaged Courses .....	110
Preparation Time	
& Job Sharing.....	177
& Partial Leaves.....	176
& Statutory Holidays.....	165
New Course/Program/ Major Revisions.....	155
Type 1(a) Faculty .....	117, 119, 121
Type 1(b) Faculty .....	123, 125, 127
Type 1(c) Faculty .....	130, 131, 134
Type 1(d) Faculty .....	139
Type 2 Faculty.....	147
Type 3 Faculty.....	151
Type 4 Faculty.....	154
President, College	
Appointment of.....	203
Definition.....	63
President, Faculty Association	
Workload .....	66, 67
Prior Learning Assessment.....	16
Probationary	
Completion of appointment.....	83

Evaluation.....	103
Termination/Non-renewal .....	93
Professional Development.....	158, 179
Allocation of PD funds.....	181
Calculation of Full-Time Equivalent (FTE).....	179
Classification .....	180
Committee .....	181
Educational Leave .....	180
Entitlement .....	97
Financial Summary.....	186
Full-time Faculty .....	158
Funds .....	179
Part-time Faculty on the Non-Regular Seniority List .....	158
Procedures for Short-term PD Activities.....	185
Proposals for Funded Leave .....	180
Proposal for PD Time.....	159
Short-term PD.....	181
Times .....	159
Use.....	186
Program Transfers and Mergers .....	22
Protection of Instructional Methodology and Materials .....	112
Provincial Salary Scale.....	34, 37
Provision for Mediation.....	61
Public Duties .....	29
<b>R</b>	
Race, Discrimination .....	194
Re-establishment of Seniority .....	94, 209
Recall	
Full-time Faculty .....	93
Laid-off Faculty.....	93, 98
Part-time Faculty on the NRSL .....	91
Sessional Recall.....	97
Registry of Laid-off Employees .....	23, 38, 39
Regularization .....	18, 41
Release Time	
Coordinator Release Time.....	85
Faculty Association Business.....	66

Research .....	140, 156, 198
Resignation.....	92
Full-time Faculty .....	92
Part-time Faculty .....	92
Responsibilities	
Coordinators .....	79
Counsellors.....	77, 78
Laboratory Demonstrators.....	79
Librarians.....	77
Study Skills Instructors .....	78
Teaching Faculty .....	76
Retirement	
Sick Leave Payout.....	168
Rights of Faculty Employees .....	66
Rights to Information .....	68
<b>S</b>	
Safety Equipment	
Corrective Lenses .....	201
Safety Glasses.....	201
Safety-toed Footwear .....	201
Salaries	
Advancement to Higher Steps - Full-time Faculty.....	162
Criteria for Placement - Full-time Faculty .....	160
Criteria for placement - Part-time faculty .....	162
Full-time Faculty Salary Scale .....	37, 206
Merit Increases .....	161
Part-time Faculty Salary Scale .....	41, 207
Placement - Full-time Faculty .....	160
Salary Increments - Full-time Faculty.....	161
Scholarly Activity - Nursing .....	140
Scholarly/Professional Activity.....	156
Selection and Hiring Procedure.....	100
Full-time Faculty Vacancies.....	100
Part-time Vacancies.....	100
Posting .....	101
Self-Funded Leave Plan (see Deferred Salary Leave) .....	29, 178
Self-instructional or Pre-packaged Courses .....	110
Seniority .....	28, 92

Employment with College outside Faculty Association .....	94
Full-time Faculty .....	93
Lay-off and Recall .....	93
Non-Regular Seniority .....	97
Sessional Positions .....	81
Appointees .....	81
Appointments .....	81
Bridging .....	83
Bridging of Benefits .....	189
Evaluation .....	103
Four Weeks or Less .....	82
Laid-off Faculty .....	98
Professional Development .....	158
Recall .....	97
Regularization .....	81
Right to First Refusal	
Any Appointment .....	97
Regularized Position .....	82
Severance Pay .....	82
Vacation Time .....	82
Severance Pay .....	99
Full-time faculty .....	99
Non-regular part-time .....	100
Part-time faculty .....	100
Part-time faculty on the non-regular seniority list .....	100
Sexual Harassment .....	2, 195
Short-term Personal Leave .....	173
Full-time Faculty .....	173
Part-time Faculty on Non-Regular Seniority List .....	173
Re-scheduling Instructional Hours .....	173
Sick Leave .....	167
Amount .....	167, 169
Borrowing Sick Leave .....	168
Disability Insurance .....	168
Extended Leave of Absence .....	170
Full-time Faculty .....	167
Illness of a Family Member .....	28, 169, 170
Part-time Faculty .....	167

Payout on Retirement .....	168
Physical and Mental Disability .....	170
Proof of Illness .....	168, 170
Report .....	168, 169
Rescheduled Instruction Hours .....	169
Statutory Holidays .....	165
Full-time Faculty .....	165
Part-time Faculty .....	165
Teaching Assignment .....	165
Stewards, Faculty Association .....	66
Strike .....	62
Study Skills Instructors	
Classification .....	116
Workload .....	152
Subsidiary Employment .....	205
Annual Review .....	205
Conflict of Interest.....	205
Full-time Faculty .....	205
Notification.....	205
Superior Benefits (Effect of this Agreement).....	34
Suspension.....	106
Appeal .....	106
Suspension and Discharge Grievance Resolution .....	10
<b>T</b>	
Targeted Labour Adjustment.....	25
Teaching Semester .....	64
Technological Change.....	64, 109
Alternate Forms of Delivery.....	44, 110
Committee .....	44, 111
Definition.....	109
Evaluation.....	111
Introduction of Courses Transmitted Live .....	112
Introduction of Technological Change.....	109
Notice .....	109
Self-instructional Courses .....	110
Term of the Agreement .....	35, 61
Termination	
& Evaluation.....	103

Full-time Faculty .....	94
Part-time Faculty .....	92
Probationary Faculty .....	96
Travel.....	156
Expenses .....	158
Full and Part-time Faculty .....	157
Type 1 (a) Faculty Employees.....	117
Average Numbers of Hours per Week .....	119
Class Size .....	121
Combination Workload .....	122
First Year of Teaching.....	119
Full-time Faculty .....	117
Hours per Week.....	117
Non-teaching Assignments.....	119
Office Hours .....	119
Overload .....	119
Part-time Preparation Time .....	121
Student Load.....	121
Teaching Schedule .....	120
Part-time .....	120
Teaching Semester .....	122
Unassigned Time .....	121
Type 1 (b) Faculty Employees .....	123
Average Numbers of Hours per Week .....	124
Class Size .....	127
Combination Workload .....	128
First Year of Teaching.....	125
Full-time Faculty .....	123
Hours per Week.....	123
Maximum Hours per Teaching Year.....	128
Non-teaching Assignments.....	125
Office Hours .....	125
Overload .....	125
Part-time Preparation Time .....	128
Student Load.....	127
Teaching Schedule .....	125
Unassigned Time .....	127
Type 1 (c) Faculty Employees.....	129

Average Numbers of Hours per Week .....	131
Class Size .....	133
Combination Workload .....	135
Dental Assisting Program.....	129
Dental Hygiene Program.....	129
First Year of Teaching.....	131
Full-time Faculty .....	129
Laboratory Demonstrators.....	130
Long Term Care/Home Support Worker Program.....	130
Non-teaching Assignments.....	132
Nursing Programs.....	129
Office Hours .....	131
Overload .....	131
Part-time Preparation Time .....	134
Student Load.....	133
Teaching Schedule .....	132
Teaching Year .....	134
Team Teaching.....	133
Type 1 (d) Faculty Employees .....	135
Average Numbers of Hours per Week .....	135
Class Size .....	138
Combination Workload .....	140
Committees.....	142
First Year of Teaching.....	137
Full-time Faculty .....	135, 136
Hours per Week.....	135, 136
Maximum Hours per Teaching Year.....	140
Non-teaching Assignments.....	137
Office Hours .....	137
Overload .....	137
Part-time Preparation Time .....	139
Scholarly Activity.....	140
Student Load.....	139
Teaching Schedule .....	137
Teaching Year .....	139
Type 2 Faculty Employees .....	143
Adult Special Education.....	143
Centre for Student Success.....	143

College and Career Prep.....	143
Class Size .....	145
English Language Training .....	143
Full-time Faculty .....	143
Hours per Week.....	143
Office Administration.....	143
Overload .....	144
Part-time Preparation Time .....	147
Student Load.....	144
Teaching Schedule .....	146
Type 3 Faculty Employees .....	149
Apprenticeship Branch (now ITAC) .....	150
Full-time Faculty .....	149
Hours per Week.....	149
Non-teaching Assignments.....	149
Office Hours .....	149
Overload .....	149
Part-time Preparation Time .....	151
Teaching Schedule .....	150
Type 4 Faculty Employees .....	152
Athletics / Recreation .....	152
Average Number of Hours per Week.....	152
Counsellors.....	152
Full-time Faculty .....	152
Librarian .....	152
Overload .....	153
Part-time Preparation Time .....	154
Program and Curriculum Development .....	154
Social Service Distance Learning Faculty .....	152
Student Load.....	152
Study Skills Instructor .....	152
<b>U</b>	
Union Leave .....	15
Union Rights to Information .....	68
<b>V</b>	
Vacation Entitlement.....	164

Full-time Faculty .....	164
Part-time Faculty .....	164
Schedule .....	164
Violence in the Workplace .....	201
Vision Care .....	187
<b>W</b>	
Workers with Disabilities .....	194
Workers' Compensation Act .....	198
Working Day	
Full-time Faculty .....	64
Part-time Faculty .....	64
Working Year .....	64
Workload .....	113, 117
Assignment .....	159
Classification .....	113
Coaching .....	156
Combination .....	122
Community Affairs .....	158
Faculty Teaching General Interest Courses .....	154
General Workload Assignments .....	155
Non-teaching Functions .....	156
Professional Development .....	158
Scholarly/Professional Activity .....	156
Supervision .....	156
Type 1 (a) Faculty .....	113, 117
Type 1 (b) Faculty .....	115, 123
Type 1 (c) Faculty .....	115, 129
Type 1 (d) Faculty .....	115, 135
Type 2 Faculty .....	115, 143
Type 3 Faculty .....	116, 149
Type 4 Faculty .....	116, 152, 154
Workplace Act (B.C.) .....	198
<b>Y</b>	
Year	
Cumulative Teaching .....	81
Working Year .....	64

