

COLLECTIVE AGREEMENT
BETWEEN
KWANTLEN UNIVERSITY COLLEGE
AND KWANTLEN COLLEGE FACULTY ASSOCIATION

APRIL 1, 1998 - MARCH 31, 2001

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ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS

1.01 PARTIES TO AGREEMENT

THIS AGREEMENT, entered into on the 9th day of December, 1998

BY AND BETWEEN

KWANTLEN UNIVERSITY COLLEGE
(hereinafter referred to as the Employer)

AND

KWANTLEN COLLEGE FACULTY ASSOCIATION, LOCAL #5 College-Institute Educators' Association,
(hereinafter referred to as the "Association")

1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from April 1, 1998 to March 31, 2001. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

1.03 PRECEDENCE OF AGREEMENT

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

1.04 DEFINITIONS

(a) Regular Faculty Position

A regular faculty member's position is one that exists or is established to meet the ongoing needs of the Employer on a half-time basis or greater basis.

(b) Full-time Regular Faculty

A full-time regular faculty member is one who occupies a full-time regular position established by the Employer or by this Agreement. Full-time regular faculty members shall receive all benefits provided by this Agreement.

(c) Part-time Regular Faculty members

A part-time regular faculty member is one who occupies a part-time regular position established by the Employer. Part-time regular faculty members have the same rights and obligations as full-time regular faculty members and are entitled to all benefits provided by this agreement on a pro-rated basis. A part-time regular position will be established by the Employer where:

(i) there is a structural requirement for ongoing services of one-half time or more;

(ii) a full-time regular post-probationary faculty member requests a part-time position and the request is

supported by the convener/coordinator in the discipline/program and approved by the Employer;

(iii) two post-probationary faculty members are willing to share a full-time regular position and the request is supported by the convener/coordinator in the discipline/program and approved by the Employer;

(iv) Should a regular faculty member wish to resume a full-time workload, he/she will be assigned available work in his/her discipline/program providing he/she has the required qualifications, abilities and experience. Where two or more regular faculty members wish to resume a full-time workload and there is insufficient available work in the discipline/program, work will be assigned to the faculty member with the most FTE service providing he/she has the required qualifications, abilities and experience;

(v) The Employer's approval will not be unreasonably withheld. The Employers, at its sole discretion, can set the effective date of the requested change in status from full-time to part-time, or vice versa, to coincide with the beginning or the end of a semester or term of instruction.

(d) Temporary Faculty Members

A temporary faculty member is one who is assigned two or more continuous teaching blocks each of three months or greater and with a workload within each of 50% or greater with no breaks greater than 31 days between the blocks. Earned vacation and P.D. arising from the initial qualifying period may be scheduled in between teaching and accountable time assignments to maintain continuity of benefits.

When temporary positions are not identified in advance, contract faculty members who subsequently qualify as above will be made temporary retroactive to the qualifying date.

A temporary faculty member has the same rights and obligations as a regular faculty member and is entitled to all benefits provided by this Agreement on a pro-rated basis with the following exceptions (Article 1.04(g), Article 6, and Article 7)

When the Employer replaces a regular faculty member on leave, long-term disability, alternate duty, or fills a position that exists but that is not expected to be ongoing and the workload available is defined as temporary as outlined above, the Employer will issue a temporary appointment.

(e) Contract Faculty Members

(i) A contract faculty member is one who does not occupy a regular or temporary faculty member's position.

(ii) Contract instructors may only be hired for specialized requirements, experimental offerings, timetabling anomalies, substitution, vacation replacement, short-term emergency circumstances, or work that is not expected to be ongoing. All contract faculty members will receive salary according to the provisions of Article 9.

(f) Regularization

Notwithstanding any other provisions of this Agreement, a faculty member will become regular when either:

(i) The faculty member has occupied a full-time position in the same discipline/program for 24 consecutive months, including non-instructional time, where that position has not been posted and the faculty member has received only satisfactory evaluations; or

(ii) A full-time regular position is advertised and the position has been filled by the faculty member on a full-time basis for at least 18 consecutive months, including non-instructional time, provided that the qualifications, abilities and experience of the faculty member are equal to those of the other applicants.

The temporary faculty member will be granted an interview and upon written request, will be given reasons if unsuccessful.

(g) Employment

A regular faculty member, after successful completion of the probationary period, will be offered continuous employment subject only to those terms and conditions as may be contained in the Collective Agreement.

(h) Probationary Contract

A two-year appointment which may be terminated without cause upon expiration of the probationer's term of employment, but which may be terminated in accordance with Article 4.08, prior to the expiration of his/her term of employment. Termination during the two-year contract shall be in accordance with Article 4.08. Termination at the end of the probationary term shall be in accordance with Article 4.06.

(i) Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty members' duties.

(j) Full-Time Equivalent Service

Full-time equivalent service shall be defined as the length of service with the Employer from the date of the first appointment with the Employer. In the event the faculty member resigns, or is terminated, the FTE service accumulated is lost. Substitution and overload contract shall not be credited if the faculty member has already been credited with a full year's FTE service during a one-year period.

In the event a contract or temporary faculty member (as defined in Article 1.04 (e) and (d)) is not employed by the University College in an eighteen month period beginning with the termination date from the Employer's payroll, or declines or is unavailable to receive an offer of further appointment, the FTE service accumulated is lost.

In this clause "service" denotes all accountable time covered by Article 11.02(a) and all vacation time covered by Article 11.01, and FTE service counted under Article 1.04(j)(vii) shall not count towards the minimum service requirements specified in Article 13.05 and Article 13.06.

Wherever this Agreement refers to service with the Employer, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981. FTE service includes and is limited to the following:

(i) service accumulated as a full-time regular faculty member;

(ii) service accumulated on a pro rata basis as a part-time regular faculty member, i.e., 1/2 teaching assignment or 12 credits in a year = 6 months' service;

(iii) service accumulated as a temporary faculty member appointed under the provisions of Article 1.04(d);

(iv) service accumulated on a pro rata basis as a contract instructor appointed under the provisions of Article 1.04(e), i.e., 1/4 teaching assignment or 6 credits in a year = 3 months' service;

(v) approved leave of absence as per Articles 3.11, 12.01, 12.02, 12.05, 12.06(a), 12.06(b) and 12.07;

(vi) approved leave of absence under Article 12.03 if a written submission is received from the faculty member and if the Employer and Association agree that the leave was spent on activities relevant to the faculty member's duties;

(vii) educational leave taken under Article 13;

(viii) leave due to illness up to a maximum of two (2) years, including STIP and LTD periods and periods on

WCB coverage;

(ix) service as a Dean or Director at Douglas College prior to November 1, 1977, if the faculty member held faculty status as of April 1, 1983;

(x) In the event an administrator who held a management position with the Employer as of April 1, 1983 returns to the bargaining unit as a regular faculty member he/she will be credited for all previous service accumulated as a faculty member at both Douglas and Kwantlen Colleges. In addition, he/she will be credited for previous service as a Dean or Director at Douglas College prior to May 1, 1975.

(xi) Up to two years' service as an administrative secondment subsequent to December 31 1986 where the faculty member was a member of the faculty for a minimum of two consecutive years immediately prior to secondment.

(k) Common-law Spouse

For the purposes of Articles 12.01, 14.01(b), 14.02, and 14.03 the term common-law spouse means a person who resides with the faculty member in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least 2 years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

1.05 NO OTHER AGREEMENTS

Except with the mutual consent of the Association and the Employer, no faculty member covered by the Association's certification shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

While the Employer customarily delegates to appropriate faculty member groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the Employer's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the Employer has the right to manage, operate and direct the working force of the Employer.

The Employer agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

2.02 CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by faculty members covered by this Collective Agreement which would result in the laying off of such faculty member(s).

2.03 ASSIGNMENT OF OTHER DUTIES

(a) The Employer may allocate program/curriculum development projects or special projects to faculty members and on such occasions shall provide adequate time to accomplish the agreed-upon task.

(b) The Association shall be provided with details of such time releases including the faculty member(s) involved, the amount of time provided, and the duties undertaken, within 15 working days of the faculty member being notified of the project assignment. This applies to those normally teaching but released from teaching.

(c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty members of the proposed projects and applications invited. However, if the parties mutually agree the project is specific to a discipline/program, the Employer may give notice (a minimum of 5 working days) only to faculty members in the discipline/program. Selection and appointment shall be in accordance with the principles of Article 4.02.

(d) In the case of program development projects of duration of less than one semester, the advice of the appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

ARTICLE 3 - KCFA RECOGNITION, RIGHTS AND SECURITY

3.01 KCFA AS EXCLUSIVE BARGAINING AGENT

The Employer recognizes KCFA as the exclusive bargaining agent for all Instructors, Counsellors and Librarians employed by the University College, however, jurisdiction in Continuing Education is governed by Letter of Understanding #8.

3.02 MAINTENANCE OF MEMBERSHIP

Faculty members covered by the certification who, at the date of ratification were members of KCFA, shall maintain their membership in good standing as a condition of continuing employment.

3.03 MEMBERSHIP OF NEW FACULTY

From the ratification date of this agreement new faculty members covered by the certification shall become members of KCFA on the first day of the calendar month following commencement of their employment and shall maintain membership in good standing in KCFA as a condition of continuing employment.

3.04 DUES DEDUCTION

Deduction of Union dues as a condition of employment will be applied to all members of the bargaining unit.

All deductions of dues shall be remitted by the Employer to the agent appointed by the Association not later than fifteen (15) days after the date of deduction.

3.05 AMOUNT OF DUES AND FEES

The Association shall advise the Employer in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the Employer from the President of the

Association. Upon the Employer's receipt of such notice, the changed amount shall be the amount deducted for the following month.

3.06 MEMBERSHIP AND DUES AUTHORIZATION FORMS

The Employer shall provide application for Membership forms as well as Dues Authorization Forms to all new faculty members at the earliest date following commencement of employment. Copies of signed forms will be forwarded by the Employer to the KCFA.

3.07 ASSESSMENTS

The Employer shall deduct duly-authorized assessments from faculty members who are members of the Association in accordance with Association by-laws within forty-five (45) days of a request to do so by the Association. The Employer agrees to forward the assessment to the Association within fifteen (15) days of the deduction. The Association agrees to limit its request for an assessment to one (1) request per calendar year.

3.08 COPIES OF AGREEMENT

The Association and the Employer agree that all faculty members shall be familiar with this Agreement, and their rights and obligations under it. For this reason the Employer shall provide, at its cost, sufficient copies of the Agreement so that every faculty member has a copy. Newly appointed faculty members shall receive a copy of the current Agreement when they are sent their initial contract or letter of appointment.

3.09 FACULTY ASSOCIATION BUSINESS

(a) The Association President and Vice-Presidents, in order to fulfil their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.

(b) The Association will be allowed the use of reasonable bulletin board space and similar space in the University College newspaper.

(c) The Association will have the right to use Employer's facilities for meeting purposes free of charge.

(d) Should the Association require office space for its administration, the Employer will provide such space on the home campus of the Association President.

(e) One Association designate will be furnished with a copy of the Agenda and other public information assembled for University College Board meetings. This material will be mailed to the Association at the time of distribution to the University College Board. Approved minutes of all University College Board meetings will be distributed similarly.

(f) (i) The Association will be furnished with a listing of faculty members by October 15th and February 15th each year which shall include names, addresses, type of appointment, term of appointment, discipline/program and salary placement;

(ii) The Association shall be notified of all faculty hirings within fifteen (15) working days of the faculty member commencing work;

(iii) The Employer agrees to provide to the Association available information of the cost of salaries and benefits used for costing in collective bargaining.

(g) The Employer recognizes the Association's right to select Representatives to represent faculty members. The Association agrees to provide the Employer with a list of the faculty members designated as Representatives. It is agreed that Employer work performed by faculty members will not be affected by any Association business.

3.10 PICKET LINES

- (a) Faculty members covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Faculty members will not receive pay for work not performed as a result of observance of picket lines.

3.11 FACULTY ASSOCIATION LEAVE

- (a) To facilitate the operation of the Collective Agreement and Employer/Faculty relationships, the Association will be provided quarter-time leave of absences without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The Employer agrees that, while the granting of leave in excess of half-time for any one individual is subject to the Employer's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing to the appropriate administrator responsible and the Director, Human Resources by May 15 for Fall leaves and November 1 for Spring leaves.
- (d) A faculty member selected for a full-time position in the College-Institute Educators' Association of B.C. or in any successor organization to C-IEA shall be granted full-time leave of absence subject to the following conditions:
 - (i) As soon as possible in advance of the leave, the Association shall notify the Employer of the possibility of this clause being invoked. Notwithstanding the foregoing, the Association shall provide the Employer with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
 - (ii) A faculty member on leave under this clause shall continue to receive full salary and the benefits from the Employer. The Association shall, on a monthly basis, reimburse the Employer for the full amount of the faculty member's salary and benefits. Reimbursement will be effected by the Employer directly deducting the full amount of the faculty member's salary and benefits from the Association member dues on a monthly basis. In the event the membership dues are not enough to cover the faculty member's monthly salary and benefits, the Association will remit the outstanding balance on a monthly basis.
- (e) Meetings between representatives of the Association and the Employer shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.
- (f) Any leaves granted under this section shall count as eligible time towards full-time equivalent (F.T.E.) service when ever such service is referred to in the Agreement.

ARTICLE 4 - SEARCH PROCEDURES

Any disputes arising from the outcome of a search process will be immediately referred by the complainant

(or the KCFA on his/her behalf) to the Labour Management Relations Committee, who will examine and make findings regarding the fairness of the process. The LMRC shall render its findings within 10 working days from the date the matter was referred to it. This deadline may be extended up to 5 working days by the LMRC. The grievance timelines will commence at the date the LMRC issues its findings.

4.01 WRITTEN CONTRACTS

(a) All faculty members employed by the University College shall be offered appropriate written contracts. In the event Article 1.04(d) applies, contracts shall specify the rate of pay and the period of appointment, including any vacation, professional/curriculum development, and accountable time required by the terms of this agreement.

(b) Faculty members shall be given a copy of any employment notice affecting their own employment.

4.02 SEARCH FOR REGULAR AND TEMPORARY FACULTY MEMBERS

Preamble:

Whenever a vacancy arises, as determined by the Employer, it shall be filled by the following process:

(a) The Search Committee shall consist of three (3) members: two elected annually by the discipline/program and one designated by the University College President or his/her designate. The parties will consider variations to the standard committee format when positions for service courses are involved or in unusual situations that may arise. In the event faculty members have not been elected or the faculty member(s) elected declines to participate in the search process for any reason, the Faculty Association shall appoint a replacement to the Search Committee.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

(b) Where the appointment is in a new discipline or program field the Search Committee shall be appointed by the University College President or his/her designate after consultation with the Association.

(c) All regular and temporary (Article 1.04(d)) faculty members who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Search Committee, unless a conflict of interest is deemed to occur.

(d) If a candidate has any concerns relating to bias or conflict of interest on the part of a Search Committee member, those concerns should be brought to the Employer's attention by the Faculty Association before the commencement of the interview process. Otherwise, the Employer will assume that the composition of the Search Committee is acceptable to the candidates and to the Faculty Association.

(e) Representative(s) designated by the Search Committee shall conduct all interviews. The Search Committee shall review all written applications and supporting material, including the applicant's personnel file and shall compile the interview list. Representative(s) designated by the Search Committee shall conduct all interviews.

(f) The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the University College President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other 2 (two) members of the Committee, that member may submit a separate short list of qualified candidates with rationale and specific recommendations for the University College President or his/her designate.

(g) In the event that more than one list is submitted to the University College President or his/her designate or he/she does not wish to follow the Committee's recommendation when making the appointment he/she will meet with the Committee to provide his/her rationale, and attempt to resolve the matter before taking action.

The University College President or his/her designate may decide on any one of the following:

- (i) make an appointment from any list submitted by member(s) of the search committee;
- (ii) not make an appointment and direct that the search process recommence or cancel the vacancy. However, a vacancy shall not be cancelled solely as a result of the search process.
- (h) In the event that the short list is exhausted, and the Employer still intends to fill the position, the search process shall recommence.
- (i) In the event a regular position is advertised and the position has been filled by an Article 1.04(d) temporary faculty member for two or more years, the temporary faculty member who has been filling the position will be given preference over other applicants providing the qualifications, abilities, and experience of the temporary faculty member are equal to the other applicant(s).
- (j) When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with the appropriate discipline/program Search Committee.
- (k) Copies of advertisements for positions will be posted on each campus for a minimum of two (2) weeks and, where appropriate, will be publicized in in-house publications.
- (l) All applications for posted positions shall be in writing and shall be reviewed by the Search Committee or its designate(s).
- (m) In the event a temporary faculty member has satisfactorily filled an appointment under Article 1.04(d) and if the temporary position continues to exist and is filled by the Employer, the temporary faculty member who has been filling the position will be offered the appointment. In the event the position becomes a regular position and is filled by the Employer Article 1.04(f) applies.
- (n) Contract faculty members who have two (2) or more years FTE service as per Article 1.04(j) and who have successfully taught in the discipline/program will be given preference over other applicants for temporary positions, providing their qualifications, abilities and experience are equal to the other applicants for the temporary position created under Article 1.04(d).

4.03 FACULTY OVERLOAD

When the Employer does not have the capacity to offer a course section by assigning a regular or temporary (appointed under Article 1.04(d)) faculty member that section as part of his/her workload, a qualified contract instructor may be hired.

In the event that a qualified contract instructor cannot be found to teach the course, the Employer may, with the faculty member's agreement, engage a regular or temporary (appointed under Article 1.04(d)) faculty member to take the course on an overload basis (e.g. reduced workload in the subsequent semester, or if not possible, paid for the extra course on an equivalent contract basis).

4.04 SEARCH FOR CONTRACT FACULTY MEMBERS

Whenever a need arises for contract faculty members, it shall be filled by the following process:

- (a) The Search Committee established in Article 4.02(a) shall compile an interview list of applicants for contract employment.
- (b) Representative(s) designated by the Search Committee shall conduct all interviews.
- (c) (i) The Search Committee shall prepare an inventory of suitable candidates including the Committee's

rationale and recommendations regarding specific courses. This inventory shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the administrator responsible who will, when requested, communicate same to any interested party.

(ii) When a contract inventory list of suitable candidates is established, the primary consideration will be the applicant's qualifications, abilities and experience in relation to existing vacancies or anticipated vacancies. In the event the qualifications, abilities and experience of two or more applicants are equal, preference will be given to applicants who have two or more years F.T.E. service as per Article 1.04(j).

(iii) Contract faculty members with 2 years FTE service who have received only evaluations that are satisfactory or better, who have received no written disciplinary action and who are deemed suitable by the Search Committee, shall be retained on the contract inventory.

(iv) The Employer is not obligated to offer contracts to contract faculty members on an inventory list; however, when the Employer does offer contracts the process in Article 4.04(d), subject to Article 4.04(f), will be followed.

(d) From the inventory established above, the administrator shall designate contract assignments. In designating contracts, the administrator will give preference to candidates who have two or more years F.T.E. service as per Article 1.04(j), in the event the candidate's qualifications, abilities and experience are equal in relation to the specific contract assignment. Notwithstanding the above, a regular faculty member who is eligible for recall under Article 7.08 and who is qualified to be placed on a contract inventory list as determined by the search committee shall be offered the contract appointment that he/she is qualified for. The regular faculty member's right to recall to a regular full-time position under Article 7.08 shall not be lost if he/she accepts or refuses such an offer.

(e) The administrator responsible shall offer a contract to the designated contract instructor. In the event that the designated instructor declines the contract, the administrator responsible shall offer the contract to a suitable candidate from the inventory established by the Search Committee.

(f) In the event that the inventory is exhausted and time does not permit the process specified in Article 4.04(a) through 4.04(e) to be followed, the administrator responsible shall make the appointment.

(g) All contract offers will be made in writing. For scheduled classes, the Employer will issue contracts at least thirty days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.

4.05 CONVENERS AND PROGRAM COORDINATORS

(a) The Employer agrees to establish, maintain and continue the positions of convener and program coordinator identified in the attached Appendix unless there are demonstrable reasons for discontinuing the position(s).

(b) Whenever a vacancy arises for a convener it shall be filled by the following process:

(i) all faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for convener;

(ii) all regular faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to be elected as conveners;

(iii) the convener shall be elected for a three-year term;

(iv) the administrator responsible shall offer an appointment to the faculty member(s) so chosen;

(c) (i) vacancies for program coordinators will be filled in accordance with procedures described in Article 4.02;

(ii) a coordinator's term of appointment is for a maximum period of three (3) years.

(d) Duties and responsibilities of conveners and coordinators will include those outlined in the Appendix. Additional duties and responsibilities applying to a specific discipline/program will be mutually agreed upon by the Convener/Coordinator and their Dean after consultation with the discipline/program.

(e) (i) the incumbent(s) can be removed at any time from the position of convener or coordinator:
- by majority vote of the faculty members present and voting at a duly called meeting of the discipline(s) or program(s);
- or by the Employer for just and reasonable cause.

(ii) upon completion of a term(s) as a convener or a coordinator or removal from a convener or coordinator position, the faculty member will resume his/her former regular position or an equivalent position without loss of seniority and benefits.

(f) A convener or coordinator may serve for a maximum of two consecutive three year terms.

(g) If a current faculty member was hired to be a coordinator, or where there is only one faculty member in a discipline/program, or if agreed to by a majority vote of the faculty members in the discipline/program and approved by the Dean, the limit for coordinator contained in Article 4.05(f) will not apply.

(h) When a vacancy is unable to be filled by the above process, it is understood that the administration will assume the duties normally performed by the convener or program coordinator.

(i) Time assignment for conveners and coordinators is identified in the Appendix.

4.06 PROBATIONARY PERIOD

(a) Faculty members are employed for a probationary period of two years' FTE service prior to the offering of a continuing appointment. Full-time temporary faculty members service for the two (2) calendar years immediately prior to the regular appointment will be recognized to fully satisfy the probationary period. In all other cases, faculty service in the five (5) calendar years immediately prior to the regular appointment will be recognized to satisfy the probationary period by a maximum of one (1) year.

(b) Evaluation during the probationary term: At least once per year (no more than twice with a minimum of 60 days between) during the probationary term the administrator responsible, after consulting with the current Search Committee, will give a report to the faculty member in writing. Should there be inadequacies in performance, needs or concerns, these will be enumerated and positive suggestions made for each. If after a second evaluation the required levels of improvement have not been reached, or it appears that a recommendation for a continuing appointment may not be made, then the administrator responsible, in consultation with the current Search Committee, will, two months prior to the expiry of the probationary term, notify the University College President or his/her designate who may determine that:

- (i) a contract for a further probationary term be offered;
- (ii) a continuing appointment be offered, or
- (iii) no other contract be offered.

In accordance with Article 4.06(a) the first two years of temporary service are deemed to be probationary in nature and thus, by definition, the evaluation requirement and procedure described herein apply.

(c) Two months prior to the expiry of his/her probationary contract a regular faculty member on probation shall be offered a continuing appointment in writing or shall be advised in writing that a three-year contract is not being offered. If a continuing appointment is not offered then the faculty member shall be advised in writing of the reasons.

(d) Where a probationary faculty member is on a leave (other than under Article 12.05) greater than 30 days or on STIP/LTD, the probationary period may be extended by the length of the leave. The faculty member and the KCFA will be notified of this extension by the Dean.

4.07 PROBATIONARY PERIOD - CONTRACT FACULTY MEMBERS

(a) An evaluation of work performance may be conducted for each contract of a contract faculty member to a maximum of two years F.T.E. service. This probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as per Article 4.08.

(b) Evaluation of contract faculty members is carried out by the administrator responsible. Normally, the evaluation shall examine and rate the contract faculty member's teaching performance. The administrator responsible shall determine whether the contract faculty member's teaching performance is satisfactory or unsatisfactory. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied.

(c) The methods used to collect information may include the following but not be limited to:

- (i) written faculty members peer evaluation;
- (ii) written administrator evaluation;
- (iii) written student evaluation;
- (iv) written self-evaluation by the contract faculty member.

Upon request, the faculty member shall receive a copy of all written evaluations. The final evaluation report will be discussed with the faculty member. The faculty member will sign a copy of the report indicating that the report has been seen and the faculty member will be given a copy of this signed report.

(d) The faculty member can register agreement or disagreement with the report at this time or within seven (7) days he/she may submit a written response indicating agreement or disagreement with the report. This response shall be placed on the faculty member's personnel file.

4.08 PROBATIONARY TERMINATIONS

(a) The probationary period is to provide an opportunity for the Employer to determine whether the faculty member will be satisfactory or unsatisfactory as a regular, temporary or contract faculty member. The factors involved in determining satisfactory performance shall be those factors that could reasonably be expected to affect work performance. It is agreed that the standard for satisfactory performance shall be determined by the Employer and shall be consistently applied. When the Employer, in accordance with the provisions of this article and Article 4.06 or 4.07 determines that a probationary faculty member will not be satisfactory as a regular, temporary or contract faculty member, Article 16.05 does not apply to the termination.

(b) If a faculty member is terminated during his/her probationary contract, such termination may be grieved beginning at Step 2 (Article 16.02(f)) of the grievance procedure.

4.09 TRIAL PERIOD

(a) Post-probationary faculty members may apply to the Employer to change disciplines/programs where a posted vacancy exists. Such faculty members will be given preference over other applicants providing the qualifications, abilities and experience of the faculty member meet the requirements of the position as determined by the appropriate Search Committee.

(b) Post-probationary faculty members who change disciplines/programs will be subject to a one (1) year trial

period. Should a change in discipline/program prove to be unsatisfactory to either the Employer or the faculty member, the faculty member will be returned to his or her former position, except in cases of reassignment under Article 7.04. Satisfactory performance will be based on established performance criteria.

(c) The vacated position will not be deemed to be a regular position during the trial period. Vacated positions shall be filled as per Article 1.04(d) for a one (1) year period. Should the position continue after one (1) year, then Article 1.04(f) will apply.

4.10 SEARCH FOR ACADEMIC ADMINISTRATORS

(a) Whenever a vacancy arises for the following positions: University College President, Vice-Presidents, Educational Deans or other similar excluded instructional administrative positions that may be created, the Association shall have the right to appoint two regular faculty members to any Committee established by the Employer to fill the position. In the case of the University College President, Education Vice President, or Educational Services Vice President, the Association shall have the right to appoint up to 5 regular faculty members to ensure a balanced representation of faculty across the University College.

(b) The above clause does not apply to the following:

(i) administrative positions that do not have faculty members reporting to them;

(ii) acting or temporary administrative appointments created for a period of six (6) months or less;

(iii) lateral re-assignment of administrative personnel.

(c) In the event that an administrative position is filled by a faculty member of the University College, the position vacated by the faculty member will be filled with a one-year temporary appointment. If the administrative position is confirmed, then the vacated position shall be treated as a normal University College vacancy.

4.11 ADMINISTRATORS MOVING INTO FACULTY POSITIONS

(a) Administrators shall have the right to teach at any time if needs exist and the University College President agrees. The Employer agrees to refer the matter to the appropriate Search Committee, which will review the qualifications, abilities, and experience of the administrator and make a recommendation to the University College President. This review would not apply to administrators who have taught at Kwantlen within the preceding two years and who are returning to the discipline/department where the administrator was previously employed.

(b) Subject to the above clause, an administrator may transfer to a full-time faculty position in his/her field of expertise at any time if a vacancy exists. This transfer shall take priority over the applications of persons other than regular full-time instructors, but shall not operate to prevent a regular faculty member from being re-assigned under Article 7.05.

(c) Article 4.11(a) shall not operate to displace a regular faculty member from his/her regular employment. Subject to Article 7.02, in the event that a lay-off is declared within a discipline or program, faculty members who have received their faculty positions through the operation of Article 4.11(b) within the year preceding the date of notification of lay-off, shall be laid off prior to other regular faculty members in the discipline or program. In addition to any faculty members FTE service in the past, notwithstanding the service loss provisions of 1.04(j), FTE service will accumulate from the date the former administrator's faculty duties are assumed.

(d) Administrators assuming faculty responsibilities will be governed by Article 4.06 for all faculty activities in the event their faculty activities have not been previously evaluated.

ARTICLE 5 - TERMINATION OF CONTRACTS

5.01 The faculty member's contract may be terminated at any time by mutual consent of the faculty member and the Employer.

5.02 If two months' notice of intended termination is given, then either full vacation or pro-rated vacation (dependent upon which is appropriate) will apply. Pro-rated vacation shall mean vacation pay calculated on the basis of the completed portion of the contract year of the faculty member, using ten months as a base. Otherwise the Employer is not obligated to pay more than Employment Standards of B.C. requirements for vacation pay.

5.03 Contract instructor contracts may be rescinded at the Employer's discretion:

- (a) when minimum class size is not reached, or
- (b) to provide a regular faculty member with a full load or a temporary faculty member with their original load as per their appointment letter.

Such action would not be subject to the grievance procedure.

5.04 Temporary faculty members' appointments made under Article 1.04(d) may only be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 16.05;
- (b) for probationary termination under Article 4.08;
- (c) Temporary faculty members appointed under Article 1.04(d) may be terminated or reduced during or prior to their appointment in accordance with the Letter of Understanding on Lay-off and Recall of Temporary Faculty.

5.05 Contract faculty members appointments may be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 16.05;
- (b) for probationary termination under Article 16.07;
- (c) when contracts are rescinded under Article 5.04.

5.06 If a section offered by contract to any contract instructor is cancelled, the Employer will pay a cancellation fee of \$500 as well as the hourly rate specified per class contact hours that may have occurred. In the event the contract offered does not equate to a standard three (3) credit course, the maximum \$500 cancellation fee will be pro-rated according to the following formula:

\$ value of contract issued X \$500 maximum cancellation fee
\$ value of 3 credit course

ARTICLE 6 - TECHNOLOGICAL CHANGE

6.01 DEFINITION

For the purpose of this Agreement, the term technological change shall mean change introduced by the Employer in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

6.02 NOTICE

When the Employer intends to introduce technological change or is considering the introduction of technological change:

- (a) the Employer agrees to notify the 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 Employer shall provide the Association with at least four (4) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out and with a disclosure of all foreseeable effects and repercussions on faculty members ..

6.03 DATA TO BE PROVIDED

The notice mentioned in Article 6.02 shall be given in writing and shall contain pertinent data, including:

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

6.04 NOTICE TO EMPLOYEES AFFECTED

The notice mentioned in Article 6.02 and the information specified in Article 6.03 shall also be given to the faculty members who will be affected by the technological change.

6.05 CONSULTATION

Where the Employer has notified the Association of its intention to introduce a technological change, the parties shall meet within fifteen (15) days of the notice and shall endeavour to reach agreement on solutions to the problems, if any, arising from the intended technological change and on measures to be taken by the

Employer to protect the faculty members from any adverse effects.

6.06 RESULTING AGREEMENTS

Agreements reached between the parties under Article 6.05 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

6.07 GRIEVANCES PERTAINING TO TECHNOLOGICAL CHANGE

Grievances over the application, operation, or alleged violation of Article 6 shall commence at the level of the University College President (see Article 16.02(g)).

6.08 EFFECT OF DISPUTE RESOLUTION ON INTRODUCTION OF TECHNOLOGICAL CHANGE

Technological change shall not be introduced by the Employer until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 6.06 or arbitration. Notwithstanding the foregoing, the Employer may introduce the technological change nine (9) months after the notice in Article 6.02 was given.

6.09 REDUCTION IN NUMBER OF REGULAR FACULTY MEMBERS AS A RESULT OF TECHNOLOGICAL CHANGE

In the event of a reduction in the number of regular faculty members as a consequence of technological change, such reduction shall be governed by the procedures for lay-off and recall set out in Article 7.

ARTICLE 7 - LAYOFF AND RECALL

7.01 The Employer may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. The procedure below in Articles 7.02 - 7.10 shall apply. In this article, faculty member means regular faculty member.

7.02 (a) Where it needs to be determined which specific faculty member from within a discipline/program would be laid off, the decision shall be made on the basis of least total FTE service as defined in Article 1.04(j).

(b) (i) Where a faculty member in a discipline/program has been identified under Article 7.02(a) and the remaining faculty members in the discipline/program do not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 7.02(a) shall not apply to the faculty member identified;

(ii) In the event Article 7.02(b)(i) applies, the determination of the faculty member to be laid off in the discipline/program shall recommence with the faculty member with the next to least total F.T.E. service, as

defined in Article 1.04(j). This process will continue in reverse order of F.T.E. service (least to most) in the discipline/program until a faculty member's position has been identified;

(iii) In the event a faculty member receives a layoff notice in a discipline/program that he/she was transferred to by the Employer from the discipline/program for which he/she was first hired, he/she may displace, if his/her F.T.E. service as a regular faculty member as defined in Article 1.04(j) is greater, the faculty member with the least F.T.E. service as a regular faculty member in the discipline/program for which he/she was first hired. This displacement is subject to the faculty member who is displacing another faculty member having the necessary qualifications, experience and abilities to perform the duties of the position.

(c) Any dispute as to the relevant discipline/program would be resolved at the Labour Management Committee.

(d) Should any question be raised by a faculty member or the Association as to whether a faculty member does have or does not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the question shall be referred in writing within five (5) days to the Labour Management Relations Committee composed of an equal number of representatives of the Employer and the Association.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 16.02 and 16.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

7.03 The affected faculty member will first meet with the appropriate Vice-President or designate to explore alternate job possibilities.

7.04 The administrator, after consultation with the affected faculty member and receipt of the relevant discipline/program advice, would determine if the affected faculty member, on the basis of his/her qualifications, experience and abilities could be re-assigned. The administrator's decision in this regard is subject to the procedure specified in 7.02(d).

7.05 For the purpose of Article 7.04 above, a position would be deemed to exist if there was:

- (a) a posted vacancy for a regular position; or
- (b) sufficient ongoing contract capacity to create a full load.

7.06 PROBATION

A faculty member having been re-assigned under Article 7.04 will be subject to a probationary period of up to one (1) year from the date of re-assignment. In the event the faculty member proves not to be satisfactory as per 4.08 during or at the end of the probationary period and is so advised by the Employer, the faculty member will be laid off and receive severance pay in accordance with Article 7.07. It is agreed that notice under Article 7.08 would not be served if a faculty member is laid off under Article 7.06.

7.07 (a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.05, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

(b) A regular faculty member recalled under Article 7.10 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the University College subsequent to the date of re-call. Such repayment shall occur at the end of each year of service.

(c) In the event a regular faculty member is recalled and again laid off and has repaid to the Employer severance pay pursuant to Article 7.07(b) during the period following his/her recall, the number of months of

severance pay for the second lay-off shall be calculated as follows:

$$y = s - (x - r)$$

where y = number of months of severance pay due after the second lay-off.

x = number of months of severance pay paid upon the initial lay-off.

r = number of months of severance pay repaid to the Employer.

s = number of months of severance pay due under Article 7.07(a) if all F.T.E. service were counted (maximum is 10 months).

7.08 (a) If there is a vacancy for a regular faculty member's position in a specific discipline/program, the Employer shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay-off among the faculty members qualified for the position.

(b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resources Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the Employer within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.08.

(c) Faculty members on lay-off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.

7.09 A faculty member will be notified in writing stating the reason(s) for the lay-off. The Association will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay-off under this Article.

7.10 (a) The Employer shall engage in discussion and consultation with the Association on the lay-offs;

(b) The Employer shall give the Association an opportunity to present written submissions on the lay-offs;

(c) The parties agree that the consultation that takes place under Article 7.10(a)&(b) shall be on a without prejudice basis.

A faculty member laid off under Article 7, shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.

ARTICLE 8 - SALARIES - FULL-TIME REGULAR AND TEMPORARY FACULTY MEMBERS

8.01 Salary Scale

STEP

CURRENT STEP

STEP
(APRIL
1, 2000)

APRIL 1, 2000

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

8.02 Faculty members will begin at Step 1 of the scale unless they advance up the scale according to the following:

a) A person with a Bachelor general or honours degree or journeyperson ticket plus two years of relevant experience in the field will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of two years counts as one additional step.

OR

b) A person with a diploma or professional accreditation plus five years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of five years counts as one additional step

OR

c) A person with senior matriculation plus eight years of relevant experience will receive one additional step. Each year's experience relevant to the faculty member's appointment in the field of study, education, business or industry in excess of eight years counts as one additional step.

d) i) Advanced degree(s) are accredited as follows:

Masters 1 step

Doctorate -All but Dissertation 1 step

Doctorate 3 steps

Masters + Doctorate 4 steps

ii) Up to one extra step may be allowed if teaching experience or demonstrating experience increased the time required for the degree(s).

iii) Other accreditation will be considered on an individual basis.

iv) Persons who complete a graduate degree on their own time are entitled to have the year's experience count for an increment provided the Employer has not paid for the college or university fees and provided that the entire work for the advanced degree has been done on the individual's holiday time, not on Employer paid faculty member's time or on educational leave or any other form of paid leave and provided that such an increment would not place them on the scale at a step beyond nine plus the number of years' experience at the University College.

v) A year's experience relevant to the faculty member's appointment in the field of study, education, business or industry, counts as one step.

e) Special situations not covered by any of the above will be considered on an individual basis by the employer. Decisions made by the Employer on special situations may be appealed in writing to the LMRC within five working days.

f) Based on FTE service, all regular and temporary faculty members will advance one step up the scale until their achievement of the top step. This step increase is payable on the first of the month concurrent with or next following the achievement of one year FTE service.

8.03 STARTING SALARY

The maximum starting salary level for a newly appointed faculty member is Step 10. However, an appointee shall not be deemed to be starting with the University College if he/she has been previously employed by the University College and has not been absent from the University College's employ as a faculty member for longer than one semester (Spring, Summer or Fall) in that the specific Kwantlen experience, and Douglas experience prior to March 31, 1983, may be used to exceed the Step 10 maximum.

8.04 RECONSIDERATION

Faculty members who join the faculty are eligible to have their starting salary reconsidered on the basis of new information or reinterpretation of existing information for the first four months following the date their employment with the University College began.

Subsequently, changes in salary as a result of additional qualifications or re-evaluation of the qualifications acquired before the faculty member was employed at the University College will take effect the first of the month following the date of the notification to the Director, Human Resources.

ARTICLE 9 - SALARIES - CONTRACT FACULTY MEMBERS

9.01 SALARIES - CONTRACT FACULTY MEMBERS

CURRENT SCALE

	Contact Hours	Per Semester Credit *	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16	1,583	4,749	1096	68.50
Reality Environment	20	1,583	4,749	1096	54.80
Simulation Environment	24				

	1,583	4,749	1,096	45.67
Individual Learning	24	1,583	4,749	1,096
Practicum	32	1,583	4,749	1,096
Supervision	35	1,583	4,749	1,096
Library/Counselling				34.25
				31.31

EFFECTIVE APRIL 1, 2000

Contact Hours	Per Semester Credit *	Monthly F/T Equivalent**	Weekly F/T Equivalent	Hourly Rate
Classroom Related	16			
Reality Environment	20			
Simulation Environment	24			
Individual Learning	24			
Practicum Supervision	32			
Library/Counselling	35			

This is inclusive of vacation pay.

* Presume standard 3 credit course

** Normal monthly maximum

9.02 There is no obligation on the Employer to offer future contracts to faculty members in this category other than the procedural requirements specified in Article 4.04(d) and (e).

ARTICLE 10 - OTHER SALARY PROVISIONS

10.01 GUIDED STUDY COURSE CONTRACTS

(a) A Guided Study Course contract is an agreement among three parties: the Employer, an instructor and a student. Regulations dealing with Guided Study are found in the University College calendar. Regular, temporary and contract instructors who are not teaching a full course load during the semester may accept up to five Guided Study Course contracts during that semester. No additional fee shall be payable to the instructor under these circumstances. Contract, temporary and regular faculty members who are part-time or who have a full teaching load, may accept a Guided Study Course contract or contracts according to the following payment schedule:

\$200 per credit for first student and
\$ 75 per credit for each additional student.

(b) Guided Study Course sections do not count toward part-time experience increment. Payment will not be made until a final grade, other than "I", is received by the administrator responsible. If a student vanishes or withdraws formally before the end of the course, the instructor will receive fifty percent of the fee.

ARTICLE 11 - WORKING CONDITIONS

11.01 NORMAL DUTIES

(a) Faculty members are accountable for 10 months of the year. The 10 months accountable time includes such activities as teaching, the counselling of students, curriculum/program development, professional development and participation on a variety of educational committees.

(b) At least one month before the commencement of any accountable time longer than four consecutive days, and covering activities other than teaching or professional development the faculty member will submit for approval to the appropriate administrator an activity plan for this period. Approval will not be unreasonably withheld.

On an annual basis, the faculty member will submit to the appropriate administrator a written report of their accountable time activities.

(c) Within the ten month accountable time, all regular and temporary faculty members will normally be assured a minimum of twenty-one (21) working days professional development time. Should any member elect to carry out curriculum development or other accountable, non-teaching work during the period, such work will be subject to the provisions of 11.02(b), or 11.04, if applicable.

(d) The purposes of curriculum development include course and curriculum expansion and/or maintenance, project and service development

(e) At least one month before the commencement of any period of professional development, the faculty member concerned shall submit to the appropriate administrator an outline of his/her proposed professional development activities. The purposes of professional development for faculty members include maintaining currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills related to their position with the University College.

(f) After consultation with the appropriate professional development committee, the administrator will notify the faculty member of approval, according to the criteria of Article 11.02(c). Approval will not be unreasonably withheld.

(g) Written reports on professional development activities from faculty members will be appended to the self-evaluation component of performance appraisal reports. On an annual basis, faculty members will confirm completion of approved professional development activities.

(h) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the administrator responsible. Such carryover of professional development time shall occur only with the agreement of the faculty member.

(i) There is an inherent assumption that the duties of regular and temporary faculty members involve responsibilities beyond those expected of contract faculty members.

11.02 CURRICULUM/PROGRAM DEVELOPMENT REQUIRING FUNDING

The Employer shall endeavour to maintain a curriculum development fund to be administered by the Education Council. Application for curriculum/program development funding shall be made by the faculty member to the Educational Council or its designate.

11.03 CONTACT HOURS

Preamble:

(a) Faculty members, regardless of teaching mode, perform other duties directly related to their teaching. Although these duties will typically vary in degree with the instructional mode, they include in general: class preparation; assessment; meeting with students outside of class; internal liaison with other faculty members and/or staff; and external liaison.

The following descriptions are illustrative rather than exhaustive. The descriptions are not intended to alter existing modes or change past practice.

Weekly
Contact
Hours Description of Teaching Modes

16 Classroom Related Instruction

In this mode faculty members work directly and continuously, as instructor or facilitator, with groups of students (e.g., seminar, lecture, tutorial, team teaching and co-operative learning).

In this mode the primary focus of faculty work beyond the contact hours is on course, class and assignment preparation, marking and other assessment of student work, and scheduled office hours.

20 Reality Learning Environment

In this mode faculty members work directly with students in an actual work setting to facilitate application of classroom-related and lab-related instruction leading towards development of problem-solving skills in a real life context. Student performance in the work setting is directly supervised by the instructor.

In this mode the primary focus of faculty-work beyond the contact hours is preparation for reality learning situations, assessment of students' ability to apply knowledge/skills, and internal and external liaison.

24 Simulated Learning Environment

In this mode, faculty members work directly with students in a simulated environment (e.g., labs, shops and studios) to facilitate accomplishment of program-defined goals related to proficiency development in problem solving and/or manipulating objects and materials.

Although similar projects are usually assigned for all students to work on at the same time, the instructor normally provides direction and feedback to students on a one-to-one basis.

In this mode the primary focus of faculty-work beyond the contact hours is on preparation for the simulated learning environment, and liaison with other instructors and/or staff.

24 Individual Learning Environments

In this mode faculty members plan and monitor each student's program within the class, teach mainly on an individual basis, and provide guidance and program adjustments as necessary. Learning is individually-paced.

In this mode the primary focus of faculty beyond the contact hours is on preparation of independent learning materials, assessment, monitoring of student progress, and internal and external liaison.

32 Practicum Supervision/Field Experience

In this mode, faculty members are involved with the student and workplace supervisor in on-the-job training. The primary role of the instructor is to communicate with the student and the supervisor regarding the standard of performance for work competency and to assist in assessment.

In this mode the primary focus of faculty beyond the contact hours is on planning and implementation, external liaison and student assessment.

(b) Work schedules within the limits of the policy stated above shall be delivered in co-operation with the administrator responsible.

(c) The average teaching load is determined over an entire academic year; eighteen hours of instruction per week in one semester and fourteen in the other, for example, constitute an average teaching load of sixteen hours for classroom related instructors.

(d) There will be a maximum of seven hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed by the Association.

(e) Nothing in this section is to be construed that:

- (i) the classroom contact hours must be seven hours total per day, or
- (ii) those contact hours so stated are the total hours work expected from faculty members.

(f) Nothing in this section will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is pro-rated.

(g) Unless there is prior consent, there shall be a minimum of twelve hours between the end of the regular or temporary faculty member's last class one day and the beginning of his/her first class the next day.

(h) No regular or temporary faculty member shall be required to work a day consisting of more than ten hours from the beginning of the first class to the end of the last class without his/her consent.

(i) Placement of disciplines/programs within this policy shall be undertaken by the administrator responsible in consultation with the faculty members in the discipline or program.

11.04 WORKLOADS

The parties agree to the following provisions relating to faculty members' workload.

(a) The registration limits for all courses currently offered by the Employer in the academic, career and technology areas are 35 unless established by practice as lower, excepting:

- (i) Electronics Technology and Automation/Robotics which are at 40.
- (ii) Swing shifts where the limit is the correct multiple of the number of sections involved.
- (iii) Multiple sections where the limit is the correct multiple of the number of sections involved.

Where the utilization level(s) for educational activity in the theatre(s) at Surrey and Langley Campuses is/are below the previously established (1991-92) Surrey theatre educational activity utilization level, the Employer may require an instructor to teach in this mode.

(b) The registration limits for English are as follows:

- (i) Writing and Composition Courses - 25
- (ii) Writing Skills - 17
- (iii) Creative Writing - 22
- (iv) Literature - 35

(c) Registration limits will be measured at the end of late registration.

(d) The Employer will supply, in consultation with program faculty members and within its budget allocation, contract faculty members to help with peak periods of critiquing of student work in Interior Design where such a need is identified.

(e) For continuous intake, self-paced day students only, 1/4 time students shall count as 1/3 time, and 1/2 time students will count as 2/3 time in determining workload in Academic and Career Preparation.

(f) Student/instructor ratios in Academic and Career Preparation are as follows:

- (i) Intermediate/Advanced Provincial Level Courses -19/1
- (ii) Fundamental (non-literacy) Level Courses -16/1
- (iii) Literacy Level Courses -13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

(g) The registration limits in the Bachelor of Science in Nursing Program are as follows:
Semesters 1 - 5

	Class Size Limits
Classroom Related	
	16
Reality and CPE (1 and 2)	
	8
Simulation	
	8
Preceptorship/Practicum/Diploma Exit	
	20
Semesters 6 - 8	
"Self and Others" Courses	
	20
Other Classroom Related	
	30
Simulation	
	10
Reality	
	15
Practicum/CPE (3,4, 5)	
	8 - 20 depending on mode of instruction

11.05 STUDENT INTERVIEW HOURS

Times and places on campus at which faculty members will be available for student interviews shall be published.

11.06 COURSE PREPARATIONS

No instructor shall be assigned more than three different course preparations within his/her workload in any semester without his/her consent.

11.07 COUNSELLORS AND LIBRARIANS AND OTHERS

(a) Counselling Services Faculty Members

The normal work week for faculty members covered under this section is 35 hours per week. The maximum for direct contact hours with students is 24 hours per week. Individual faculty members may elect to exceed this maximum. Where such faculty members are involved in instructional modes listed in Article 11.04, these shall be pro-rated. Scheduling work shall follow past practices and shall be delivered in cooperation with the administrator responsible.

(b) Librarians and Other Faculty Members Not Covered Above

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the administrator responsible. Where other faculty members not covered above and librarians are involved in instructional modes listed in Article 11.04, the workload shall be

pro-rated.

11.08 TRAVEL

The Employer being a multi-campus institution, all faculty members are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the University College campuses or other locations where classes are scheduled:

- (a) Teaching at two locations on any one day may be required.
- (b) A faculty member shall not be assigned to teach at more than two locations in any semester without his/her consent.
- (c) A mileage allowance of 46 cents per mile or 29 cents per kilometer effective January 1, 1992, will be paid for authorized University College travel on the following basis:
 - the first campus reported to each day will for the purpose of this article be the home campus for that day and inter-campus mileage will accumulate from that location.
 - there will be no mileage claim allowed for travel from the last campus to home.
- (d) In the event a faculty member is required by the Employer to report to more than one campus per day in excess of six days per month, on a regular and continuing basis, the faculty member shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC class 07 (business) premium that is over and above that for a class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per faculty member and it is the responsibility of the faculty member to purchase class 07 vehicle insurance when necessary.

11.09 OFFICE SPACE

All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, the Employer will, upon the request of a faculty member, complete Income Tax Form No. T2200 (Declaration of Employment Conditions - Office or Employment Expense).

11.10 VACATION

- (a) The annual vacation entitlement for regular faculty members will consist of 42 working days.
- (b) In areas of the University College that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible, on consultation collectively with all available regular and temporary faculty members in the Division, shall recommend to the Employer suitable levels of operation to be maintained at varying times of the year, and set guidelines for the scheduling of vacation time.
- (c) If the needs of the Employer demand and if the Employer in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.
- (d) A regular faculty member who worked less than a complete ten (10) months' accountable time

during an academic year shall earn vacation entitlement at the rate of 4.2 days for each month in which the regular faculty member has worked at least ten (10) days. For the purpose of this clause, work shall include and be limited to: all accountable time as specified in Article 11.02(a), all salary continuance time as specified in 14.04(a), all time spent on leave with pay under Articles 3.11, 12.01, 12.02, and 13, and time spent on suspension with pay under 16.05.

11.11 GENERAL HOLIDAYS

(a) The following have been designated as paid general holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	New Years Eve Day
	New Years Day

- and any other holiday proclaimed as a holiday by Federal or Provincial Government legislation.

(b) Payment for paid holidays will be made at the rate of basic pay that the faculty member is receiving at the time of the holiday.

(c) (i) Faculty members must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday;

(ii) It is agreed that regular faculty members, who on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 3.11(a) (b) (c), 11.01, 12.01, 12.02, 13, 13.04 and 16.06 (h), shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

(d) It is agreed that holiday pay is already included in the annual or pro-rata basic pay of regular faculty members and is included in the Per Semester Credit or Monthly F.T. Equivalent or Weekly Equivalent basic pay of contract faculty members. In the event faculty members do not meet the qualifying conditions in Article 11.11(c) an amount equivalent to one (1) day's basic pay will be deducted from the annual or pro-rata basic pay or basic contract pay.

(e) For the faculty member whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement, and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

11.12 PROFESSIONAL MEMBERSHIP DUES AND FEES

Where the Employer requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such membership.

11.13 CROSS COLLEGE MEETING TIMES

The University College timetable shall provide two three-hour time blocks per week during which no classes shall be scheduled.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 BEREAVEMENT LEAVE

(a) In the case of bereavement in the immediate family, faculty members not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days. Immediate family is defined as a faculty member's parent, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, foster parent, step child, foster child.

(b) One day to attend a funeral.

12.02 JURY DUTY AND COURT APPEARANCE

(a) When summonsed to serve on a jury or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.

(b) When a regular faculty member is required to appear in court in his/her own defence he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 16.05.

(c) A faculty member in receipt of his/her regular salary and benefits while serving at court shall reimburse to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

12.03 LEAVE OF ABSENCE WITHOUT PAY

(a) Full or part-time leave of absence without pay may be granted at the discretion of the Employer. Faculty members may apply for job-sharing under the provision for part-time leave of absence.

Applications shall be made in writing to the administrator responsible.

All applications will be dealt with promptly and will not be unreasonably denied, nor dealt with in a discriminatory manner. The reply to an application for leave will be in writing.

Except in the case of leaves for short-term emergencies of thirty (30) days or less, the Employer may, at its

discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

(b) Where a leave is granted, the faculty member's performance evaluation shall be extended accordingly.

(c) No salary increment is payable for a period of leave of absence without pay unless the University College President, upon written request from the faculty member concerned, decides the leave is spent in the activities relevant to the University College curriculum. In this case, the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the University College President judges that the activities are not relevant to the University College curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.

(d) No benefits shall be payable by the Employer for faculty members on leave without pay, except as provided in this Agreement. For faculty members on part-time leave without pay, benefit premiums shall be payable by the Employer on a pro rata basis.

If a faculty member proceeding on leave without pay makes a prior payment to the Employer of both the faculty member's share and the Employer's share (pro-rated, if applicable) of any or all of the following benefits, the Employer shall remit these payments to ensure continuous coverage: Life Insurance, Medical Services, Dental Plan, and Long-Term Disability, subject to the Employer's contract with the insurer.

(e) For leaves of longer than two months, the faculty member, no later than two months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.

(f) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty member's contract year.

12.04 LEAVE OF ABSENCE WITHOUT PAY - CONTRACT FACULTY MEMBERS

Contract instructors who are unable to fulfil the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s).

12.05 MATERNITY AND ADOPTION LEAVE

(a) When a faculty member presents the Employer with a certificate from a doctor stating the faculty member is pregnant and delivery of a child will probably occur on or about a specific date, the Employer shall permit that faculty member to be absent from work without pay at any time or times chosen by the faculty member for reasons related to the pregnancy during the eleven (11) week period immediately preceding the date of anticipated delivery.

(b) A faculty member requesting post-natal leave shall present to the Employer certification by a doctor that the faculty member has been delivered of a child on a specific date. When the faculty member presents this certificate to the Employer, the Employer shall, according to the provisions of the Employment Standards Act, permit the faculty member to be absent without pay and may not permit the faculty member to return to work during the six (6) weeks following the date of delivery unless the faculty member requests a shorter period or during such period recommended in the doctor's certificate, whichever is longer.

(c) If a regular faculty member is pregnant or delivered of a child, she shall, on request, be granted leave without pay for a period of up to twelve (12) months. Leave granted under Article 12.05(a) and (b) is included in the twelve-month period, i.e., the total leave granted in Article 12.05(a) and (c) will not exceed 12 months.

(d) Any regular faculty member who declares that he/she is adopting a child shall, upon request, be granted a leave of absence without pay from the date the child is placed with the faculty member or on a mutually

acceptable date, for a period of up to twelve (12) months.

(e) The Employer, at its sole discretion, can extend the length of a leave to coincide with the beginning or end of a semester or term of instruction. Notice of such extension shall be given to the faculty member at the time the leave is granted.

(f) The Employer will contribute its share of life insurance, medical and dental premiums on behalf of the faculty member proceeding on maternity or adoption leave in accordance with the provisions of the Employment Standards Act.

[Link to Employment Insurance - maternity/paternity benefits](#)

12.06 POLITICAL LEAVE OF ABSENCE

(a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the Employer for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions:

(i) the work of the division of the Employer will not suffer unduly;

(ii) the request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;

(iii) the regular faculty member will pay the Employer's share of fringe benefit premiums.

(b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the Employer.

(c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one term of political office. Such a leave of absence will be governed by the provisions of Article 12.03.

(d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on Employer time, premises or with Employer equipment/services.

12.07 SECONDMENT / EXCHANGE LEAVE

(a) A faculty member may apply to the Employer for secondment/exchange leave. Applications shall be made in writing to the administrator responsible. An exchange or secondment leave shall be for the purpose of enabling a faculty member to teach or to provide services at another institution, government, or in business/industry. During a secondment, the institution, government, or business/industry organization at which the faculty member is appointed shall be expected to reimburse the Employer for the faculty member's full salary and benefits. In an exchange leave, the Employer shall continue to pay its faculty member who has agreed to exchange duties with a faculty member from another institution, government, or business/industry. The faculty member from another institution, government or business/industry shall not be considered a member of the bargaining unit for the duration of the exchange.

(b) A secondment/exchange leave may be for a period of up to one year, and may be renewed upon written application to the Employer.

(c) All applications will be dealt with promptly and will not be considered in an arbitrary or discriminatory manner. The reply to an application for secondment/exchange leave will be in writing.

12.08 On returning from any leave of absence under Article 12, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties without loss of F.T.E. service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on a leave of absence under Article 12.

ARTICLE 13 - EDUCATIONAL LEAVE

13.01 Educational leave is a period of paid leave enabling a regular faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or personal development recognized as beneficial to the Employer.

13.02 Educational leave may be used for any of the following:

- updating experience in business, industry, community service, etc.;
- to further a faculty member's education;
- studying in-depth comparative systems and methods at different institutions;
- studies relevant to the Employer curriculum;
- research and/or publication of research (through electronic, print or media) relevant to the discipline, program or area of study;
- studying new technological developments related to the instructional or administrative role of the faculty member; and
- other activities calculated to be of mutual benefit to the University College community and the faculty member.

13.03 All regular faculty members are eligible for the two options specified in Articles 13.05 and 13.06, provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence. Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

13.04 Faculty members who have been previously employed by the University College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming sessional or temporary experience for minimum service requirements shall be eligible to take educational leave until he/she has completed two years of regular service.

13.05 After a period of three years of full-time equivalent service a faculty member may receive four months' leave.

13.06 After a period of six years of full-time equivalent service a faculty member may receive one year's leave.

13.07 Variations in the dates of educational leave are possible.

13.08 (a) Faculty members on educational leave shall receive a salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, the Employer will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. There is no limit to the amount of grants a faculty member may receive on leave.

(b) (i) Educational leave under Article 13.05 will entitle a faculty member to a six month period at 80% of salary, excepting where the conditions of Article 13.08(a) apply;

(ii) Educational leave under Article 13.06 will entitle a faculty member to a twelve month period at 80% of salary, excepting where the conditions of Article 13.08(a) apply;

(iii) A faculty member will be returned to full salary immediately upon his/her return to work.

13.09 (a) The Employer will allocate an amount equal to 2% of the regular and temporary faculty member's salary budget (minimum floor of \$45,000) to pay the cost of replacing faculty members on educational leave during the fiscal year.

The Association shall be notified of this amount based on the nominal roll as of 1 January.

(b) Funds allocated to the Educational Leave Fund that are over committed, uncommitted or unspent in one leave period will be credited or debited against the following year's allotment. This debit or credit is limited to an amount equal to the replacement costs for a one-half year educational leave and is not cumulative.

13.10 Three times a year - March 30, September 30, and January 30 - the Employer shall provide the Association with a listing of the funds committed and expended for educational leave purposes.

13.11 Members of the faculty on educational leave will receive any salary adjustments for which they would normally be eligible. The Employer will continue its full contributions to the benefit plans outlined in Article 14 for faculty members on educational leave.

13.12 Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.

13.13 The Employer's contribution towards the educational leave salary shall be a debt by the faculty member to the Employer which shall be cancelled after a period of one year's service following a one-semester leave, or two years' service following a one-year leave; any debt adjustment shall be in these proportions.

13.14 Applications for leaves commencing in the next fiscal year (April 1 - March 31) shall be submitted by December 1st in the following manner:

- written applications are to be submitted to the administrator responsible, who will circulate the application to the appropriate groups (e.g., discipline, program, campus) and the applicant's administrator for comment on the value of the educational leave and the desirable form of replacement;

- the application, together with the comments and recommendations, will then be submitted to the Educational Leave Committee, with a copy to the applicant;

- the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.

13.15 The Educational Leave Committee will consider all applications submitted by the December 1st date

and, by February 28th, will forward their ranked recommendations, together with their rationale for same, to the University College President. The Committee's report will state which applications it believes should be granted. Also, the Committee will send a copy of its report to the applicants.

13.16 By March 15th the University College President will advise the applicants of his/her final decision.

13.17 Applications submitted after December 1st will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the University College President.

13.18 The Educational Leave Committee shall be composed of one representative elected from each professional development committee, and the administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one calendar year.

13.19 Faculty members have an obligation to maintain contact with the Employer throughout their leave and to confirm their date of return no later than 40 calendar days prior to the agreed date.

13.20 Faculty members are required within two months of returning, to submit a final report to the administrator responsible. As well, they will be expected to participate in educational activities resulting from their educational leave, such as curriculum revision/development and presentations at professional development days.

13.21 On returning from education leave under Article 13, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties, without loss of F.T.E. service or benefits. However, this does not preclude the Employer from laying off the regular faculty member under Article 7 while the regular faculty member is on educational leave under Article 13.

ARTICLE 14 - HEALTH AND WELFARE

14.01 Medical Coverage

(a) Medical Coverage

The Employer is registered with the Provincial Government to provide all regular faculty members a basic medical plan in accordance with the Medical Services Plan of British Columbia. The monthly premium of the plan is assumed totally by the Employer for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

[Link to MSP Information](#)

(b) Extended Health Benefits

The Employer, by means of a policy issued by the insurance company, provides extended health benefits, including an eye glass and contact lens option to all faculty members; a Visioncare benefit of \$300.00 every 24 months for employees and dependants; a Hearing Aid benefit of \$500.00 per five years for employees and dependants ; and, out-of-province coverage to a maximum of \$25,000.00 per 24 months. The monthly premium for this benefit is assumed totally by the Employer for each eligible faculty member, spouse/common-law spouse and his/her dependants. Plan benefits will be paid in

accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

14.02 GROUP LIFE INSURANCE

The Employer, by means of a policy issued by an insurance company, provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the Life Insurance Plan are paid by the Employer. The Employer agrees to make available optional voluntary life insurance (maximum \$200,000) for regular faculty members and their spouse/common-law spouse, subject to the applicant meeting insurance company requirements. All premiums for this optional life insurance will be paid by the faculty member.

Life insurance benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitations specified in the plan including eligibility requirements.

14.03 DENTAL PLAN

The Employer pays the entire premium of a comprehensive dental plan. The plan pays for service for regular faculty members, their spouse/common-law spouse and his/her dependants.

A. 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;

B. 50% of major treatments such as crowns, bridges and dentures and extended endodontic and periodontal service;

C. 50% of orthodontic treatment to a maximum of \$2,500 per patient.

Dental benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan, and subject to the limitations specified in the plan. The Group Policy, available for consultation in the Human Resources Department should be consulted for full details of the Plan.

14.04 SHORT-TERM ILLNESS PLAN

(a) Faculty members do not accumulate sick leave benefits; rather the Employer pays an absent member his/her full salary for an absence not exceeding thirty (30) calendar days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the Employer's choice. The thirty calendar day period is accumulative to the extent that if a faculty member is absent, returns before thirty calendar days, and then within fourteen calendar days is absent again for the same or related illness, this counts as one thirty calendar day elimination period.

(b) Any faculty member absent through illness or who expects to be absent will notify the Employer.

(c) The Employer agrees to institute a 26-week Employer-paid sick leave plan to take effect after the 30 days referred to in Article 14.04(a). * This income replaces the faculty member's regular salary. Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.

* The employee portion of savings realized by the U.I. reduction program will be applied annually to partially offset benefit costs.

(d) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC),

the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

14.05 LONG-TERM DISABILITY INSURANCE

(a) Faculty members absent due to accident or illness for more than the twenty-six (26) weeks, receive benefits from the Long-Term Disability Plan beginning on the 213th day of illness. This income replaces the faculty member's regular salary. Premiums are paid by the faculty member so that the benefits are not taxable.

(b) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.

(c) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement.

14.06 SICK LEAVE - CONTRACT FACULTY MEMBERS

Article 14.04 (a) and (b) and Article 14.05(a) do not apply to contract faculty members. The Employer shall establish a fund of \$10,000 per calendar year, from which contract faculty members may draw sick leave benefits as specified in Article 14.04(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to contract faculty members during the calendar year.

14.07 COLLEGE PENSION ACT

Faculty members must contribute unless exempted by the Superannuation Commissioner following a resolution of University College Board made within thirty (30) days of beginning employment. The Act should be consulted for details.

Superannuation Commission

14.08 REQUIRED DEDUCTIONS

(a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.

(b) Required U.I.C. contributions are deducted in accordance with existing legislation.

14.09 The Employer agrees to supply the Association with a copy of each faculty members benefit plan in force.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

15.01 (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:

- (i) Science, Mathematics and Technology (including Applied Science, Biology, Chemistry, Electronics Technology, Automation/Robotics Technology, Environmental Protection Technology, Mathematics, Physics)
- (ii) Humanities (including EASL, ELT, English/Creative Writing, Applied Communications, Fine Arts, Modern Languages, Philosophy, Humanities)
- (iii) Social Sciences and Music (including Anthropology, Criminology, Geography/Geology, History, Political Science, Psychology, Sociology, Music)
- (iv) Applied Design and Communications (including Drafting/CADD, Fashion Design & Technology, Interdisciplinary Design Studies, Graphics & Visual Design, Interior Design, Journalism, Public Relations, Public Safety Communications)
- (v) Community and Health Studies (including Nursing, Early Childhood Education, Human Service Worker, Resident Care Attendant)
- (vi) Business (including Accounting, Business Management, Economics, Computer Science, CBSY, CISY, Applied Business Technology, Marketing)
- (vii) Applied Technology, Trades and Vocational (including Appliance Repair, Parts Apprenticeship for Partsman, Automotive Mechanics, Bricklayer/Cement Mason/Masonary, Carpentry/Building Construction, Computer Systems Technician, Floorcovering, Millwright, Outdoor Power Equipment Technician, Partsman, Upholstery/Auto Trim, Welding)
- (viii) Access Programs and Student Services (including Counselling, Recreation, Adult Special Education, EEAW/EEAM/EEAA, Access Centre, Academic and Career Preparation, Skills Development Training, Education Planning)
- (ix) Library and Cooperative Education (including Placement, Daycare)
- (x) Horticulture, Farrier and Equine Studies (including Horticulture Technologies, Horticulture Apprenticeship, Horticulture Technician, Horticulture Part-time Studies or HRTA, Farrier, Equine Studies, Floristry)
- (xi) Client-funded Learning Services (including Continuing Education, Curriculum Development and Publishing, Customized Training and Business Development)

Should the Employer establish a new discipline/program or move an existing discipline/program it will consult with the Association regarding the grouping into which the discipline program shall be placed by the Employer.

(b) The elected members of the Professional Development Committee for each group shall be at least three in number, or fewer if there are fewer faculty in the group. Elections shall be held in February/March every two years so that the new Committee takes effect April 1. One of the elected members shall be elected as Professional Development Chairperson.

(c) Should the members fail to elect a Professional Development Committee before April 1, the Employer shall assign an administrator to perform all the functions of the Committee until such time as the faculty members elect the Committee members.

(d) One of the members of each Professional Development Committee shall be elected to serve as the representative to the Educational Leave Committee. This elected member shall serve for two academic years.

(e) Each Professional Development Committee has the responsibility of promoting, within the group, activities to enhance the academic, technical, and educational standards of the programs/disciplines. The Employer shall provide the appropriate Professional Development Committee with copies of any reports on professional development activities funded under Article 15.01.

(f) In addition, each Committee has the responsibility of drawing up guidelines for the disbursement of professional development funds and receiving from the faculty members', applications for the use of such funds. These guidelines shall include that the proposed activity will be of benefit to the faculty member and the Employer. Such applications, together with each Committee's recommendation shall be forwarded to the appropriate administrator. Disbursement shall be over the signature of the administrator.

Approval will not be unreasonably withheld.

If the administrator does not sign the request, the Chairperson of the appropriate Professional Development Committee and the applicant shall be informed immediately and a reason shall be supplied. Where the administrator withholds approval, the matter may be appealed to the Labour management Relations Committee by the Professional Development Committee. The LMRC will issue a final and binding decision within 5 days of receiving the appeal.

(g) A budget of \$350.00 for each full-time equivalent faculty member in a group (based on the enrolment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year. The administrator may not expend the funds allocated in this article that have not been recommended by the Professional Development Committee.

(h) Three times a year - March 30, September 30, and November 30 - the Employer shall provide each Professional Development Committee and the Faculty Association with a listing of the professional development funds committed and expended by that Committee.

(i) After January 30th of each fiscal year, funds remaining in all groups' Professional Development accounts shall be pooled. Nevertheless, a Professional Development Committee may commit an amount for a specific activity or activities which will occur by March 31st of each fiscal year and this amount shall not be pooled. The disbursement of funds from the pooled fund shall be governed in two steps. The first step shall consist of the applications and recommendations as described in Article 15.01(f). As a second step, such applications and recommendations from the grouping P.D. committee shall be forwarded for final approval to the joint advisory committee of the Professional Development Program as per Article 15.03(c). This committee shall deal speedily with the applications and recommendations from the grouping P.D. committees. The disbursements shall be over the signature of the administrator responsible University College-wide for professional development. The conditions with respect to the withholding of the administrator's signature shall be those as stated in Article 15.01(f). The activities carried out under the Professional Development Program as per Article 15.03 shall not be funded by the pooled funds.

(j) Each Professional Development Committee chairperson shall be informed of the amount of the total pool by February 15th of each year.

(k) Funds allocated to the Professional Development fund that are over committed, uncommitted or unspent in one fiscal year will be credited or debited against the following year's allotment. This debit or credit is limited to an amount not to exceed \$10,000.

15.02 ORIENTATION OF NEW FACULTY MEMBERS

The Professional Development Advisory Committee established in Article 15.03(c) shall develop, by June 30th of each year, an outline for orientation of new faculty members. Such outline may provide for instructional skill development activities. The Association shall have the right to make a presentation by one member of the Association of no more than thirty (30) minutes as part of this orientation.

15.03 PROFESSIONAL DEVELOPMENT PROGRAM

(a) The parties agree to continue a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence, including instructional skills, are the primary professional development activities of faculty members.

(b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.

(c) A joint advisory committee consisting of three regular faculty members who shall be elected by and are P.D. Committee Chairpersons and three administrators shall make recommendations for the operation, financing and management of the Professional Development Program.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 INTERPRETATION

Where a difference arises between the parties relating to the interpretation of this Agreement, it may be settled by means of a jointly agreed to interpretation signed by the University College President and the President of the Association, or their designates.

16.02 GRIEVANCE PROCEDURE

(a) A grievance is any complaint relating to the application, operation or alleged violation of this agreement or any question as to whether any matter is grievable or arbitrable.

(b) A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally. The services of the Association Representatives are available to assist in informal resolution of these matters.

(c) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the Employer, the Association, or any other faculty member.

(d) If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.

(e) All formal grievances shall be initiated by the Association within twenty (20) days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) days of the completion of any attempt at informal resolution (including discussion at Labour/Management Relations Committee) under Article 16.02(b), whichever date is later. A grievance shall be directed to the administrator responsible. Within five (5) days of receipt of a written grievance, the administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) days of the receipt of a written grievance, the administrator responsible shall provide the Association with a written reply. The parties recognize the importance of confidentiality in all

grievance proceedings and will endeavour to maintain confidentiality during each grievance process.

(f) The Association will make every effort to state all articles allegedly violated by the Employer in all formal grievances. If the grievance is not satisfactorily resolved by Article 16.02(e), the matter shall be referred to the appropriate administrator who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.

(g) If the grievance is not satisfactorily resolved by Article 16.02(f), the matter shall be referred to the University College President who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.

(h) If a satisfactory settlement has not been reached at this point (after Article 16.02(g)), the matter shall be dealt with by arbitration as set forth in Article 16.03.

(i) If a grievance is not advanced to the next stage within fourteen (14) days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.

(j) Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also, a policy grievance may be advanced immediately to Article 16.02(g) at the request of either party.

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in Article 16 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

16.03 ARBITRATION

(a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.

(b) Within ten (10) working days of the delivery and receipt of the reference to arbitration, the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator, either party or both of the parties may request the Minister of Labour to appoint an arbitrator.

(c) Procedure

The arbitrator will determine his/her own procedure in accordance with the Labour Relations Code of B.C. and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within a reasonable time.

(d) Jurisdiction and Authority

(i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 8 of the Labour Relations Code of B.C., the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement;

(ii) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the

authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case;

(iii) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and that reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

(e) Expenses and Costs of Arbitration

Each party shall pay its own expenses and costs of arbitration. The remuneration and disbursements of the Arbitrator, and of stenographic and related expenses shall be divided equally between the Employer and the Association.

(f) Amending Time Limits

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties, but the same must be confirmed in writing.

16.04 REMEDIATION

Prior to initiating formal disciplinary action pursuant to Article 16.05, the Employer may attempt to resolve matters of discipline informally. However, this shall not restrict the right of the Employer to consult with or otherwise counsel faculty members regarding their conduct. The faculty member shall be given the opportunity to have a Faculty Association representative present at any meeting related to the informal resolution of a dispute that could lead to discipline.

16.05 DISCIPLINE, SUSPENSION AND DISMISSAL

(a) No faculty member shall be disciplined, suspended or dismissed without just and reasonable cause. The faculty member shall be given the opportunity to be represented by an Association representative at meetings under Article 16.05.

(b) (i) Prior to the imposition of a suspension or dismissal, the appropriate representative of the Employer shall meet, where possible, with the faculty member who is to be suspended or dismissed. The Employer at their meeting shall inform the faculty member of the Employer's reasons for taking such action;

(ii) In the event the Employer is unable to arrange such a meeting with the faculty member, then the Employer shall instead arrange the Article 16.05(b)(i) meeting with the Vice-President - Grievances of the Association, or his/her delegate. The Association agrees to meet with the Employer within three (3) days of receiving a request for such a meeting. The Association representative may bring a second Association member to the meeting;

(iii) Notwithstanding Articles 16.04, 16.05(b)(i) and (b)(ii), the Employer may impose immediate disciplinary action, up to and including dismissal, where, in the view of the Employer, failure to take such action may result in damage to the Employer, other faculty members or students.

(c) A faculty member shall be notified in writing of the reasons for the disciplinary action taken by the Employer. The Association shall receive a copy. This clause does not apply to verbal reprimands.

(d) A faculty member may grieve discipline, suspension or dismissal through the grievance process specified in Article 16.02.

(e) If a satisfactory settlement has not been reached at Article 16.02, the matter shall be dealt with by Expedited Mediation Arbitration as set forth in Article 16.06.

16.06 EXPEDITED MEDIATION ARBITRATION

(a) Where difference arises between the parties relating to Article 16.05 Discipline, Suspension and Dismissal, after exhausting the grievance procedure as set forth in Article 16.02, either of the parties may notify the other party in writing within five (5) working days of its desire to submit the difference to expedited mediation arbitration.

(b) Within five (5) working days of the delivery and receipt of the reference to Expedited Mediation-Arbitration, the parties shall notify Stephen Kelleher or a substitute agreed to by the parties. If the parties cannot agree upon the appointment of a substitute within three (3) working days either party may request the Minister of Labour or his/her designate to make the appointment.

(c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) days after being appointed.

(d) The Mediator-Arbitrator shall endeavour to assist the parties to settle the grievance by mediation.

(e) If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall endeavour to assist the parties to agree on the material facts in dispute and then shall determine the grievance by arbitration.

(f) When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she considers appropriate. The procedure, jurisdiction, and authority outlined in Article 16.03 (c), (d), (e) and (f) will apply.

(g) The Mediator-Arbitrator shall give a succinct decision within twenty-one (21) days after completing proceedings on the grievance submitted to arbitration.

(h) When the dismissal or suspension of a faculty member is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, re-instatement terms can be mutually agreed to by the parties or can be imposed by an arbitration board if the matter is referred to arbitration.

(i) (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board to be without just and reasonable cause, no record of the matter shall remain on a faculty member's personnel file.

(ii) However, Article 16.06(i) (i) is not applicable if a lesser penalty is substituted as a result of an internal investigation, a grievance procedure, or an arbitration board.

(j) Articles 16.05 and 16.06 do not apply to non-renewal of contracts issued by the Employer under Article 1.04(d) and 1.04(e) and 1.04(h).

(k) Articles 16.05 and 16.06 do not apply to termination of a regular faculty member due to Article 5.03(a).

16.07 CHANGES IN AGREEMENT

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

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.01 PERSONNEL POLICIES

(a) A faculty member shall have access to all material in his/her Personnel File, with the exception of letters of reference and interview reports in the application file. A faculty member shall also have access to material, if any, in any other file with the Employer that may be used by the Employer for determining qualifications for employment, or assignment of workload, altering job security, or taking disciplinary action. Upon request by the faculty member, the Employer shall identify such files, if any, containing personnel material not in the faculty member's Personnel File.

(b) No information relating to qualifications for employment or assignment of workload, job security, or disciplinary action will be placed in a faculty member's personnel files unless a copy has at the same time been given to the faculty member. The Employer agrees not to use information relating to qualifications for employment or assignment of workload, job security, or disciplinary action unless a copy has been given to the faculty member at the time that the information was placed in the personnel files.

(c) Except for routine administrative access by the Human Resources Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.

(d) Upon request by the faculty member or the Association on the member's behalf, documents of a disciplinary nature will be removed from the employee's personnel file after a period of:

i) 5 years for discipline which involves a suspension or an issue which involves harassment, discrimination or the health and safety of students or employees, provided there has been no further infraction of type (i) within the 5 years;

ii) 2 years for all other disciplinary matters, provided there has been no further infraction of type (ii) within the 2 years.

17.02 COPYRIGHT

The ownership of and copyright to teaching aids, films, outlines, notes, manuals, apparatus, etc., which have been designed, written or constructed by Employer faculty members with Employer materials, through Employer funds, or with technical or clerical assistance provided by the Employer, is vested in the Employer. If a faculty member wishes, he/she may discuss details with the Employer and an agreement may be reached to give copyrights to the instructor.

17.03 BUDGET

(a) The Kwantlen Educational Advisory Council shall be consulted by the Employer in the preparation of the proposed annual educational profile.

(b) The Association will be provided with a copy of the annual proposed educational profile after it has been approved by the University College Board except when the University College Board determines that the profile has personnel implications.

(c) The Association will be provided with a copy of the annual educational profile and budget after they have been approved by the University College Board and Provincial Ministry of Education, Skills and Training.

(d) After the Employer has received approval of its budget from the Ministry and determined its expense plan, a discipline/program may request a copy of the non-salary items in the budget for that discipline/program.

17.04 OPEN MEETINGS

- (a) All scheduled meetings of the Employer shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Association shall be provided with a reason for such designation.
- (c) A designated member of the Association shall be provided a copy of the agenda and minutes of all open meetings.
- (d) Notwithstanding 17.04(b), any faculty member may request that an Association representative attend as an observer at meetings where the faculty member reasonably believes their working conditions under Article 11 will be affected. Management will be notified by the KCFA in advance of the meeting regarding their attendance at the meeting.

17.05 LABOUR / MANAGEMENT RELATIONS COMMITTEE

In recognition of the mutual benefits of open communications and on-going consultation between the faculty and the employer, the Labour/Management Relations Committee will meet on a regular basis and have equal representation for the Faculty Association and the Employer.

The LMRC will serve as an open forum for the free and candid discussion of matters of mutual concern to faculty members and management.

17.06 INDEMNITY: LIABILITY INSURANCE

In accordance with provisions of the Self-Insured Comprehensive General Liability Coverage of the University College the Institute Protection Program, the Employer shall:

- (a) Exempt and save harmless each current and former faculty member from any legal action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, which resulted from actions of the faculty member when in the employ of the University College, and
- (c) provide advance notice at last known address to those current and former faculty members who are named in any such action as soon as the Employer becomes aware of same.

17.07 CONFLICT OF INTEREST

If a faculty member is perceived to be in conflict of interest, the Employer may take disciplinary action.

ARTICLE 18 - EVALUATION

18.01 EVALUATION

Evaluation by the Employer of a faculty member's performance shall be carried out by methods developed in consultation between the Employer and the Association. Any such evaluation shall be constructed and conducted in a fair and reasonable manner.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Association and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factory Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of faculty members shall be fully complied with.

19.02 The Association shall appoint one faculty member representative to the Employer's Health and Safety Committee required under Section 4 of the Workers' Compensation Board Industrial Health and Safety Regulations. A copy of all minutes of the Health and Safety Committee meetings shall be forwarded to the Association.

19.03 A faculty member who has reasonable cause to believe that carrying out a work process or operating any tool, appliance, or equipment would create an undue hazard to the health or safety of any person may refuse to carry out the work process or operate the tool, appliance, or equipment, subject to Section 8.24 of the Industrial Health and Safety Regulations of the Workers' Compensation Board.

19.04 (a) Faculty members have the right to remove themselves from any situation in which they perceive an immediate threat of violence to themselves by a student or by another employee of the University College. Faculty members have the right to remain away from the workplace if they continue to perceive themselves to remain under threat until such time as the Employer has taken action to resolve the situation.

(b) Faculty members who take action under (a) must report the facts as soon as possible, along with relevant detail to their Dean. The parties will endeavour to maintain confidentiality related to said threat.

(c) The Employer will commence an investigation under the appropriate Kwantlen University College policy as soon as possible after the incident(s) have been reported and take action as necessary.

(d) If the faculty member is dissatisfied with the result, the faculty member may refer the case

to the Workers' Compensation Board, the Occupational Health and Safety Committee or the Labour Management Relations Committee.

(e) The faculty member may have a KCFA representative accompany them to any meeting under Article 19.04.

ARTICLE 20 - RETIREMENT

(a) A faculty member shall retire from continuous full-time employment at the University College on August 31st, following the faculty member's 65th birthday.

(b) A retiring regular faculty member may, upon his request, be offered employment as a contract faculty member, subject to the following conditions:

- (i) the retiree shall be automatically placed on the interview list for contract employment consideration by the Search Committee;
- (ii) contract appointments shall not exceed half-time;
- (iii) the retiree must re-apply annually for contract employment.

ARTICLE 21 EARLY RETIREMENT INCENTIVE

21.01 EARLY RETIREMENT INCENTIVE

The Employer may offer to any faculty member or a faculty member may apply for one of the early retirement incentive alternatives described herein, provided the faculty member meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to a faculty member.

21.02 ELIGIBILITY

A faculty member who possesses the following qualifications shall be eligible for an early retirement incentive if he/she:

- a) is a regular faculty member on continuing appointment at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of ten years contributory service under the College Pension Act or as a regular faculty member with the Employer;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement

21.03 SELECTION CRITERIA

In considering applications for early retirement incentive from eligible faculty members, should the Employer determine it will be unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty members to whom such offers should be given.

- i) Faculty members with the most FTE service shall be given preference.
- ii) In the event that two or more faculty members have equivalent FTE service, faculty members with less time remaining prior to retirement shall be given preference.

21.04 APPLICATION AND AGREEMENT

a) Application to the plan is voluntary. A faculty member who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the Employer's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted annually in response to the Employer's "letter of interest". The association shall be advised in writing of all applications made by faculty members.

b) A faculty member has the right to accept or decline an early retirement incentive offer made by the Employer within thirty (30) days of the offer being proposed unless that period is extended by mutual

agreement.

- c) In the event of acceptance of an offer of early retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the University College President or designate, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements shall be utilized prior to the date of retirement.
- d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

21.05 EARLY RETIREMENT INCENTIVE AND LAY-OFF AND RECALL

- a) Where the Employer deems it possible to offset the impact of the lay-off sequence (Article 7.02) through the offering of early retirement incentive to a faculty member (who qualifies as per Article 20.02 above), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through lay-off or transfer of another regular faculty member.
- b) Such offers may be made at any time during the year and need not be a part of the exercise described in Article 20.04 above.
- c) Advance notification of lay-off or transfer pursuant to Article 7 may be given to the affected regular faculty member while the faculty member to whom early retirement has been offered is considering that offer.

21.06 INCENTIVE ALTERNATIVES AND METHOD OF INCENTIVE PAYMENT

a) Lump Sum Payments

The retiring allowance shall be paid in annual installments, to a maximum of three (3) installments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the faculty member and shall be based on scale salary* without allowances at the date of retirement (i.e. last day worked) in the following amounts):

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

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

b) Monthly Payments

The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the

retired faculty member, to provide, at the discretion of the retired faculty member, a bridging pension income on or after age 55.

Payments into the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable in a lump sum to the retired faculty member in accordance with Article 20.06 (a) above.

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

21.07 PROTECTION OF MEDICAL BENEFIT COVERAGE

a) Early retiring employees in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuating Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis by the retiree and Superannuation Committee.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

b) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health* benefit coverage through the Employer 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 date of early retirement;

ii) the participant maintains B.C. residency; and

iii) the participant prepays all premium costs.

* Coverage may be under a separate group for retirees at a reduced level.

21.08 FINANCIAL COUNSELLING

Each faculty member who is offered an early retirement incentive is entitled to receive personal financial counselling. A lifetime total of three (3) hours of consultation is available and the fees for such consultation(s) will be paid by the Employer to a maximum of \$240.00 per faculty member on invoice or production of receipt by the faculty member.

Certification of Entitlement from the Human Resources Department each faculty member will be free to schedule these consultations in whatever manner is most beneficial or convenient to that faculty member.

In addition, each faculty member who is offered early retirement incentive is eligible to attend a Employer sponsored pre-retirement planning workshop.

ARTICLE 22 HARASSMENT

22.01 NO DISCRIMINATION

The Employer and the Association recognize the right of employees to work in, and students to study in, an environment free from discrimination.

The Employer, except in instances where there is a bona fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of: race, colour, ancestry or place of origin, political belief, religion, age*, mental or physical disability, sex, marital status, sexual orientation, or conviction for a criminal or summary conviction charge that is unrelated to employment.

The foregoing shall not be interpreted as prohibiting the parties from entering into an employment equity program.

*For the purposes of this article, 'age' means age as defined under the B.C. Human Rights Act.

22.02 SEXUAL HARASSMENT

The Employer and the Association recognize the right of all employees to work in an environment free from sexual harassment.

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

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

Sexual harassment includes, but is not limited to, sexual advances and requests for sexual favours, such as:

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

Other examples of sexual harassment include:

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.

Unwelcome and unnecessary remarks about a person's body, clothing or sexual activities.

Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, sexually demeaning or pornographic.

The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.

Unwanted and unnecessary touching, patting, pinching, or other suggestive physical contact.

Sexual looks, such as leering and ogling with sexual overtones.

Suggestive comments or gestures.

Compromising invitations.

Constant brushing up against a person's body.

22.03 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 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-related purpose shall not be deemed to constitute personal harassment under this article.

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

Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;

Implied or expressed threat or reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;

Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.

The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

22.04 PROCESS

1. Faculty members may process complaints about harassment through the grievance procedure commencing at Article 16.02 (e):

- i) Where a person who is the subject of a grievance is the management representative at any step of the grievance procedure then the Association may bypass that step of the procedure;
- ii) Association representatives in the course of investigating a complaint of harassment and management representatives in the course of investigating a grievance of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
- iii) An Arbitrator in the determination of a grievance of harassment shall take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;
- iv) Where the grievor and the person who is the subject of the grievance are both members of the bargaining unit, then the Arbitrator seized with the grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the person who is the subject of the grievance;
- v) If it is determined necessary to separate the work locations of the grievor and the person who is the subject of the grievance, it is agreed that the grievor will not be moved against his/her wishes.
- vi) No information relating to the personal background or lifestyle of the grievor, or the person who is the

subject of the grievance, shall be admissible during the grievance or arbitration process.

2. In the event that a faculty member is the subject of a grievance under this article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with these allegations.

3. Faculty member grievors have the right to Association representation at all meetings, interviews and hearings where the grievor's presence is requested in connection with these allegations.

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

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

5. If the grievor chooses to file a simultaneous complaint with the Human Rights Commissions, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint.

LETTER OF UNDERSTANDING #1

SHORT TERM ILLNESS PLAN

The employer agrees to a pilot program to subsidize the faculty member's regular salary at the rate of 80% of gross pay (from 66 2/3%) with a target implementation date of February 1, 1999. The Employer has the right to demand a certificate from a medical practitioner who in some cases may be of the Employer's choice, to determine continued eligibility for Short-Term Illness Plan benefits.

A joint committee of 4 will work out details on funding the subsidy from existing resources such as the Article 14.06 fund, vacation or other resources which do not result in increased costs for the Employer.

LETTER OF UNDERSTANDING #2

FEBRUARY READING BREAK

The parties agree that LMRC will meet within 30 days of ratification to explore the concept of a "student reading break" in February for possible implementation in the year 2000. The purpose of the break would be to allow students time for activities such as non-classroom contact with instructors, work on assignments and reading. The break period would be accountable time for faculty for such activities as student interviews, meetings, course preparation and curriculum development. A Student Association representative may be invited to the discussions.

The Labour Management Committee will explore implementation and related issues and will make recommendations to the parties. Any recommended changes that impact the Collective Agreement will be referred back to the parties in accordance with Article 16.07.

LETTER OF UNDERSTANDING #3

EMPLOYMENT EQUITY

The parties agree that a joint committee will continue to work to review possible employment equity initiatives and to make recommendations relative to such initiatives.

Employment equity initiatives will target the four designated groups defined by the Employment Equity Act (Canada): women, aboriginal peoples, persons with disabilities, and persons, who because of their colour or race, are a visible minority in Canada.

Where such recommendations have an impact on the terms of this Agreement, Article 16.07 will apply.

LETTER OF UNDERSTANDING #4

LAY-OFF AND RECALL OF TEMPORARY FACULTY MEMBERS

1. The Employer may lay off (this includes partial reduction of a load) a temporary faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrolment; external decision or recommendation; or changing demand for Employer services. When lay-off of faculty members must occur, the procedure below shall apply.

2. Lay-off Sequence

The sequence for lay-off in a discipline/program must be:

- a) contract faculty members as per Article 5;
- b) temporary faculty members using the method outlined in this Letter of Understanding;
- c) regular faculty members as per Article 7 and 20.05.

3. Lay-off Procedures

- a) Lay-off method for temporary faculty members is by least total FTE service as defined in Article 1.04(j).
- b) If a temporary faculty member has been identified for lay-off and remaining faculty in the program/discipline do not have the necessary qualifications, experience and abilities to instruct the remaining courses or to perform the remaining services in the discipline or program, or the remaining temporary faculty are not inventoried for the remaining courses as set out in 3(c), the determination of the temporary faculty member to be laid off shall recommence with the temporary faculty member with the next to least FTE service as per Article 1.04(j).
- c) All temporary faculty will be sent a letter at the time of their appointment confirming what they have been inventoried for and outlining the process to follow if they wish to be considered qualified for additional courses or areas. A copy will be placed on their Personnel file.
- d) A temporary faculty member will be notified verbally, then in writing, as early as possible, stating the reason(s) for the lay-off and the effective date of the lay-off. The Association will also receive a copy of such written notice.

4. Alternate Work

In the event work is not available in the discipline/program, the affected temporary faculty member shall meet with the appropriate Vice President or delegate to identify unassigned work for which the affected faculty member has been inventoried in other disciplines/programs, or non-teaching work for which the faculty member has the necessary qualifications, experience and abilities.

5. Recall Procedures

a) If work is available in a discipline/program, the recall shall be within the term of the affected appointment and the sequence for recall shall be:

(i) temporary faculty members laid off from that discipline/program who are inventoried for the work available according to reverse order of lay-off;

(ii) temporary faculty members laid off from another discipline/program who are inventoried for the work available according to reverse order of lay-off;

(iii) temporary faculty members laid off from any discipline/program who have the necessary qualifications, experience and abilities according to reverse order of lay-off.

b) Notwithstanding Article 4.04(d), temporary faculty members on lay-off shall, within the term of their original appointment, be entitled to compile a workload equal to that of their original appointment, prior to issuing work to contract faculty members within their original discipline or program area.

c) To remain eligible for recall under this clause, the laid-off faculty member must keep the Human Resources Department informed of his or her telephone number, and promptly report any changes.

d) The faculty member will accept or reject notice of recall from the employer within 5 calendar days of receipt of such notice. In the event the faculty member rejects the offer of recall, or fails to respond to the time-limit above, the employer will offer that work to the next qualified person in reverse order of lay-off.

e) Salaries and other entitlements are to be readjusted when the laid-off faculty member is recalled for work which meets the criteria for temporary status under Article 1.04(d).

6. Cancellation Fees

a) Cancellation fees shall be paid at the rate of \$500 for each 1/8 reduction of a full workload to a maximum of \$4,000. If a temporary faculty member is reassigned and that reassignment does not result in a loss of income, no cancellation fee will be paid.

b) When workload is partially reduced and cancellation fees are paid, a temporary faculty member still retains temporary status along with pro-rated entitlements provided the criteria in Article 1.04(d) are met. When the faculty member does not meet those criteria, the faculty member reverts to contract status.

7. Tiebreaker for Lay-Off and Recall

. In the event of a tie in F.T.E. service, and where both faculty members have the necessary qualifications, experience, and abilities, the decision shall be made by lottery.

8. Dispute Mechanism

Should any question be raised by the affected temporary faculty member or the Association regarding whether a faculty member has or does not have the necessary qualifications, experience or abilities to instruct remaining courses or to perform remaining services in the discipline/program, scheduling, or any other matter related to this Letter of Understanding, the question shall be referred in writing to the Labour Management Relations Committee within five (5) days.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the Employer shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 16.02 and 16.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

LETTER OF UNDERSTANDING #5

FACULTY MEMBERS PERFORMANCE REVIEW

Probationary faculty members will be required to demonstrate their ability to meet the Employer's performance criteria. It is expected that most post-probationary faculty members will meet the Employer's performance criteria and engage in professional development as a matter of course. For these faculty members, the review process should be designed to facilitate their further development as competent, conscientious professionals.

Objectives of faculty members' performance review system:

1. To ensure a quality learning experience is provided to students.
2. To maintain competent and conscientious faculty members.
3. To encourage faculty members to continually develop their acumen and skills, and where appropriate, to identify and address areas requiring improvement.
4. To determine whether probationary faculty members are meeting established performance criteria and whether post-probationary faculty are continuing to meet established performance criteria.

Principles, Guidelines and Proposals

1. All performance review processes must be fair and objective.
2. All performance criteria must be stated explicitly and applied consistently.
3. All conclusions in review reports must be clearly stated in writing and objectively supported.
4. The review system for probationary faculty members is primarily summative. The purpose of summative review is to determine a faculty member's competence and suitability to continue employment.
5. The review system for post-probationary faculty members is primarily formative. The purpose of formative review is to encourage ongoing professional growth in pursuit of excellence. Periodically a written appraisal report will be prepared and placed in the personnel file.
6. Identified areas for improvement may require remedial support which may include professional development, educational leave and/or reference to the employee assistance program.
7. Serious performance problems, or recurring performance issues that are not resolved through the formative evaluation process may be addressed by the Employer as needed. Performance problems should be dealt with immediately as they are identified, and relevant documentation will be shared with the faculty member and will be kept in the faculty member's personnel file.
8. Professional development is an important component of faculty member's performance appraisal; therefore,

written reports on professional development activities from faculty members will be appended to the self-evaluation component of the performance appraisal report.

Performance Review Committee

The Performance Review Committee will make recommendations to revise the existing performance review system in accordance with the above principles and objectives.

Cont'd.

A. Probationary Faculty members:

1. The recommendations of this Committee regarding probationary faculty members' review will be implemented as soon as possible following approval by the Employer.
2. Any further changes to the performance review system will be made in consultation with the KCFA in accordance with Article 18.01.

LETTER OF UNDERSTANDING #6

WORKLOAD IN THE DIPLOMA NURSE PROGRAM

The average teaching load for temporary and regular instructors over an academic year will be 16 contact hours of instruction per week irrespective of the modes of instruction outlined in article 9.01, except for preceptorship/practicum supervision, where the contact hours will remain at 32 hours per week as per article 9.01

The preceding point assumes the following criteria will be used.

In the case of contract faculty, the appointment percentage will be calculated using the modes of instruction outlined in article 9.01.

LETTER OF UNDERSTANDING #7

C.E. COURSES - JURISDICTION

1. The parties agree that Continuing Education courses in the following areas will be taught, commencing April 1, 1992 by faculty members covered by the terms and conditions of the Kwantlen College Faculty Association Collective Agreement.

Applied Business Technology and Automated Office Applications
Academic and Career Preparation
Adult Special Education
Child Care

CAD Drafting
Appliance Repair
House Construction
Refrigeration
Upholstery

2. Establishment of Joint Committee

The Parties agree to establish a joint committee within 30 days of ratification of the collective agreement. The joint will have six (6) members with equal representation from the Employer and the Union. Union members on the committee will be appointment by the KCFA.

The joint committee will determine the precise application of the existing terms and conditions of the KCFA Collective Agreement that will apply to each Continuing Education program (as well as the date at which such application becomes effective), but will not alter any terms or conditions of employment affecting employees in areas other than Continuing Education. The Committee will consider program survival, marketability, student, community and university college needs. The Joint Committee will consider exceptions to inclusion that should be made on a case by case basis. As new Continuing Education programs arise, they will be considered by the Joint Committee in the same manner within 2 years of start up.

In the event the Parties cannot agree on how to apply an article of the Agreement, the issue will be referred to LMRC. If LMRC cannot agree, the issue will be referred to JADRC for binding resolution.

The joint committee will provide advice to the parties in the form of a joint report, for inclusion of language into the collective agreement upon the expiration of the agreement.

3. The following programs will be considered by the joint committee for priority treatment under part 2 above. Determination of the precise status of these programs will be made by April 30, 1999:

Travel Industry Training
Hospitality Operations Management

Nursing Unit Clerk Certificate Program

Geriatric Activity Coordinator Program
Information Technology and Computer Support Specialist
Counselling Citation Program
Insurance Diploma Program
Certificate in English Language Teaching for Adults
Special Education Teacher Assistant

IN WITNESS HEREOF each of the parties have caused this Agreement to be signed by its duly authorized representatives.

FOR THE ASSOCIATION

Patricia Browne

FOR THE EMPLOYER

Manfred Baur

Don Currie	
Jack Finnbogason	Barbara Duggan
Ron Flaterud	Debra Hawker
Doug Fletcher	Judith McGillivray
Suzanne Pearce	Liz McKinlay
Alex Popovich	John Slattery
Alexandra Richmond	
Terri Van Steinburg	

APPENDIX

CONVENER FUNCTIONS

1. Curriculum Related Functions

a) Curriculum Maintenance

- ensures Discipline Curriculum Committee(s) is (are) formed and meets (meet)
- forwards agenda items to the Departmental Curriculum Committee
- assists with review of curriculum and course outlines every three years
- assists with curriculum development and revision
- assists with annual review of learning materials

b) External Articulation and Liaison

- ensures faculty members' representation on Articulation Committee(s) and ensures distribution of meeting reports to faculty members and Dean
- ensures that Dean and faculty members are current on articulation issues
- liaises or facilitates liaison, when required, with outside agencies such as professional associations and industry
- participates in, and assists with, discipline advisory committee(s) where appropriate

c) Coordination of Information related to the Discipline(s)

- collects and provides input for the University College calendar, brochure, applicant information packages, etc.

2. Budget Related Functions

a) Educational Planning

- collects and provides input for the discipline's(s) annual Educational Plan

b) Budget Planning

- provides to the Dean the discipline's(s) operating and capital budget needs

c) Budget Monitoring

- assists the Dean in monitoring the discipline's(s) operating and capital budgets

3. Facilitative Functions

a) General

- acts as the initial discipline contact person for the Dean
- participates in and assists with discipline specific events
- convenes or attends meetings regarding the discipline(s) as necessary

b) Collegial Activities

- assists with orientation of new faculty members and staff to the discipline(s) and ensures distribution of course related materials
- ensures annual elections of faculty members to the discipline's(s) search committee(s)
- provides advice from the discipline's(s) search committee(s)
- coordinates common examinations, as required, for the discipline(s)
- coordinates textbook orders

Note: All references to "Discipline" in these convener functions should be understood to include programs as well

COORDINATOR FUNCTIONS

1. Curriculum Related Functions

a) Curriculum Maintenance

- ensures that a Program Curriculum Committee is formed and meets
- forwards agenda items to the Departmental Curriculum Committee
- assists with review of curriculum and course outlines every three years
- assists with curriculum development and revision
- assists with annual review of learning materials

b) External Articulation and Liaison

- ensures faculty members representation on Articulation Committee(s) and ensures distribution of meeting reports to faculty members and Dean
- liaises and articulates with similar programs throughout the Province
- ensures that Dean and faculty members are current on articulation issues
- liaises or facilitates liaison, when required, with outside agencies such as professional associations and industry
- participates in and assists with, the program advisory committee

c) Coordination of Information Related to the Program

- collects and provides input for the University College calendar, brochures, applicant information packages, etc.

2. Budget Related Functions

a) Educational Planning

- collects and provides input for the program's annual Educational Plan

b) Budget Planning

- provides to the Dean the program's operating and capital budget needs

c) Budget Monitoring

- assists the Dean in monitoring the program's operating and capital budgets

3. Student-Related Functions

a) Student Intake

- assists with student intake, including Human Resources Development Canada liaison, interviewing and orienting students and liaising with Admissions

b) Clinical/Practicum Placement

- identifies, locates and arranges clinical or practicum placements in programs where there is a component of clinical or practicum placement.

4. Facilitative Functions

a) General

- acts as initial contact person for the Dean on program and academic matters
- participates and assists with program specific events
- convenes or attends meetings regarding the program as necessary

b) Collegial Activities

- assists with orientation of new faculty members and staff to the program and ensures distribution of course related materials
- ensures annual elections of faculty members to the program's search committee
- provides advice from the program to the Dean in the planning and scheduling of courses
- coordinates common examinations, for the program
- coordinates textbook orders

CONVENERS

These discipline groupings are for the purposes of Article 4.05 only.

TIME ASSIGNMENT

Humanities and ELT Creative Writing/English	1/4
Communications	1/8
Modern Languages	1/8
Philosophy/Humanities	1/8
ELT	

	1/8
ESL	1/8
Fine Arts	1/4
Social Sciences and Music	1/4
Criminology	1/4
Psychology	1/4
Anthropology/Sociology	1/8
History/Political Science	1/8
Music	1/4
Science, Mathematics and Technology	1/4
Biology	1/8
Chemistry	1/8
Electronics/Automation	1/4
Geography/Geology	1/8
Mathematics	1/8
Physics/Applied Science	1/4
Environmental Protection Tech.	1/8
Business and Career Specialties	1/4
Accounting	1/4
Business	1/4
CBS/CS/CIS	1/4
Economics/Business Admin.	1/8
Marketing	1/8

COORDINATORS

TIME ASSIGNMENT

Academic and Career Preparation (*1/4)	1/6
ASE	1/6
Appliance Repair	1/8
Automotive	1/4

Diploma Nursing	1/4
EEAW	1/4
Grad Nurse EAL (*1/4)	1/5
Early Childhood Education (*1/4)	1/5
Fashion	1/4
Graphics	1/4
Human Service Worker	1/4
Interior Design	1/4
LTC Aide (*1/4)	1/8
Office Administration (*2/5)	1/4
Welding	1/4
Mass Communications and Journalism	1/4
Public Safety Communications	1/8
Greenhouse Technology	1/10
Turf Management	1/10
Landscape Design Technology	1/10

* The existing incumbent will continue to receive time assignment at the higher level for the remainder of his/her term(s)

COMMON AGREEMENT

DEFINITIONS

"Agreement" or "Common Agreement" means this Agreement reached between the Employers and the Provincial Bargaining Council and its constituent bargaining units as described in the Protocol signed February 24, 1998.

"collective agreement" means the combination of provisions of the Common Agreement

with local provisions that constitute a collective agreement between an institution and a local union.

"employee" means a person employed within a bargaining unit represented by a union participating in the Provincial Bargaining Council ratifying the common agreement.

"employer(s)" or "employer" means institutions ratifying the Agreement.

"institution" means a college, university college, institute or agency created under the College and Institute Act, Open Learning Agency Act or Institute of Technology Act that has ratified the Common Agreement.

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

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

"local parties" means the institution and local bargaining unit where both have ratified this Agreement.

"local provision" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"local union" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"ministry" means the Ministry of Advanced Education, Training and Technology.

"parties" or "common parties" means the employers and unions identified in the Protocol Agreement of February 24, 1998 that have ratified this Agreement.

"Post-Secondary Employers' Association" or "PSEA" means the employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

"Provincial Bargaining Council" means a council of the BC Government and Service Employees' Union (BCGEU) and the College Institute Educators Association (CIEA) formed for the purpose of negotiating this Agreement.

"ratification" means the acceptance by an institution and a local union of the terms of the Common Agreement pursuant to the protocol of February 24, 1998.

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

ARTICLE 1 PREAMBLE

1.1 Purpose of Common Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict with Policies

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

1.4 Singular and Plural

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

ARTICLE 2 HARASSMENT

2.1 Statement of Commitment

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

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

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

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

2.2 Definitions

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

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

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

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

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

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

2.3 Procedures

2.3.1 Mediation

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

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

- a. the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- b. the mediation process and resolution will be kept strictly confidential by all participants;
- c. where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- d. no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

2.3.2 Investigation

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

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

The appointment of an investigator does not preclude that investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue.

2.3.3 Terms of Reference of the Investigator

- a. The purpose of the investigator will be to ascertain facts.
- b. All persons quoted in the investigation will be named.
- c. The Institution, the complainant, the alleged harasser and the union will each receive a copy of the investigator's report as well as the Employer's written determination as outlined in Article 2.4 below.
- d. The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure.

This does not preclude the Parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

e. Reliance on Report of Third Party Investigator

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

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

- f. The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- g. The investigator will conclude her/his work within ten days of appointment, and will render a report within a further five days.

- h. The investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- i. The investigator's report will not be placed on an employee's file.

2.4 Findings

2.4.1 The Employer will make a written determination based upon the facts and recommendation, if any, within 10 working days of the receipt of the Investigator's report.

2.4.2 The determination will:

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

2.5 Rights of the Parties

These procedures may not be used where a complainant has filed a complaint under the Human Rights Code.

2.5.1 The above noted procedure does not restrict:

- a. The Employer's right to take disciplinary action;
- b. The Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.

2.6 False Complaints, Breaches of Confidentiality, and Retaliatory Action

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

2.7 Local Discussion

The local parties will meet within 30 days of ratification of this Agreement to review the administration and other aspects of the application of this article including issues arising under 2.8 below. The local parties may refer any differences over the administration or application of this article to JADRC for resolution.

2.8 Relation to Other Agreements

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

ARTICLE 3 EMPLOYER/UNION RELATIONS

3.1 Human Resources Database

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

The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

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

3.1.1 Relevant Matters include:

- a. Health and Welfare
 - i. Types of coverage

- ii. Participation rates
- iii. Premiums
- iv. Cost sharing
- v. Commission costs
- vi. Available studies commissioned by Government agencies

(e.g. comparative benefit analysis)

- vii. Carrier contracts
- b. Collective Bargaining
 - i. Salary information by classification
 - ii. Demographics: age, sex, salary, placement, status
 - iii. Analysis of local Collective Agreements within the system
 - iv. Pension plan participation rates
- c. Contract Administration
 - i. Arbitration, Labour Relations Board and other decisions and costs thereof for the system
 - ii. Local Letters of Understanding

3.2 Joint Administration and Dispute Resolution Committee

3.2.1 Formation and Composition

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

3.2.2 Operation

JADRC will meet as often as required to review outstanding matters but at least every two (2) months. A quorum for making any decision is a minimum of six (6) representatives with equal representation from the employers and the Provincial Bargaining Council. JADRC will ensure its own procedures and protocols. All decisions of JADRC will be mutual decisions between the parties and will be recorded or confirmed in writing.

3.2.3 Purpose

The purpose of JADRC is to:

- a. Assist the employers and the Provincial Bargaining Council in the administration of collective agreements.
- b. Provide a forum for dialogue between the parties to this Agreement respecting issues impacting labour relations.
- c. Provide a means for resolving local disputes over the implementation and application of this Agreement.
- d. Appoint an umpire(s) for each of:
 - i. Jurisdictional Disputes Resolution process
 - ii. Suspension and Discharge Dispute Resolution
 - iii. Joint Dispute Resolution
- e. Develop strategies to reduce arbitration and related costs.

3.2.4 Agreement Dispute Resolution Procedure

- a. When the local parties identify an issue in dispute, they will attempt to resolve that issue locally.
- b. Any resolution by local parties is without prejudice or precedent for the Agreement.
- c. Either party may refer a dispute in relation to the interpretation, application, operation or alleged violation of this Agreement to JADRC by filing a written referral containing the following information:
 - i. The name of the institution and the contact information for the employer' representative
 - ii. The name of the union and the contact information for the union's representative
 - iii. The article of the Agreement to which the dispute pertains

- iv. Notification that a copy of the referral has been provided to the union or the employer as the case may be.
- d. At the direction of JADRC, the local parties will submit:
 - i. A statement of the issue(s) in dispute
 - ii. A joint statement of agreed facts
 - iii. Individual statements of facts that are in dispute
 - iv. The position(s) of each party.
- e. JADRC will make a binding decision within thirty (30) calendar days of referral or refer the matter to the umpire.
- f. The umpire will schedule and conclude a hearing into the dispute within sixty (60) calendar days of receiving notice from JADRC of her or his appointment on the matter. However, it is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by JADRC or as directed by the umpire.
- g. Presentation to the umpire will be made by the Parties' representatives on JADRC.
- h. The umpire will issue a binding decision resolving the issue within fifteen (15) calendar days of the conclusion of the hearing.
- i. Each party to JADRC will be responsible for its own costs except that the cost of the umpire will be shared between them.

3.2.5 Interpretative Assistance

- a. Local parties may agree to submit jointly a brief statement of facts regarding the application, interpretation, operation or alleged violation of a local collective agreement. The submission should briefly state the issues in dispute, the positions of the parties, the base documents, the relevant section(s) of the collective agreement or policy relied upon, and the remedy sought.
- b. JADRC shall, within thirty (30) calendar days of receipt of an agreed statement of facts, submit a recommendation for resolution or refer the matter back to the local parties.
- c. The referral of an issue in dispute to JADRC does not suspend or delay the local grievance/arbitration or other process unless the local parties agree to such a delay or suspension pending a recommendation from JADRC.

3.2.6 Local Agreement Disputes

- a. Local parties may, by written agreement, refer a grievance over the interpretation, application or administration of the local agreement to the umpire for binding decision as a voluntary alternative to the local arbitration procedure.
- b. The referral will be made by written notice to JADRC. The role of JADRC is to facilitate expeditious resolution of the matter through the umpire. When referring a grievance under (a) above, the following information shall be provided:
 - i. The name of the institution and the contact information for the employer's representative.
 - ii. The name of the union and contact information for the union's representative.
 - iii. The article of the Agreement to which the dispute pertains.
 - iv. Notification that a copy of the referral has been provided to the union, or the employer as the case may be.
- c. At the discretion of JADRC the local parties will submit:
 - i. A statement of the issue(s) in dispute.
 - ii. A joint statement of agreed facts.
 - iii. Individual statements of facts that are in dispute.
 - iv. The position(s) of each party.
- d. This matter will be scheduled and heard by the umpire within sixty (60) calendar days of referral to JADRC.
- e. The umpire shall render a final and binding written decision within fifteen (15) calendar days of the conclusion of the hearing.
- f. The local parties shall each present their case before the umpire without the use of outside counsel.
- g. The umpire has authority to order such pre-hearing disclosure.
- h. The umpire has authority to act as a mediator provided such action does not delay a binding decision as provided in this section.
- i. Each local party will be responsible for its own cost except that the cost of the umpire will be shared between them.

3.3 Suspension and Discharge Grievance Resolution

3.3.1 Purpose

The employers and the unions recognize that suspension of an employee or the discharge of an employee is a serious matter. Employees are entitled to a full and fair hearing of any grievance regarding suspension or discharge. All parties benefit from a procedure that is perceived as providing fair treatment for employees and that addresses their potential liability.

The purpose of this Article is to establish an expeditious process for resolution of suspension or discharge grievances as a voluntary alternative to existing arbitration procedures.

3.3.2 Procedure

- a. Either an employer or a union may elect to resolve a grievance respecting the suspension or discharge of an employee covered by this Agreement through this process as an alternative to the process established by their local agreement by providing a written referral to JADRC within thirty (30) calendar days of completion of the local grievance procedure. The sole role of JADRC is to facilitate this process.
- b. The written referral to JADRC will provide the following information:
 - i. The name of the institution and the contact information for the employer's representative.
 - ii. The name of the union and the contact information for the union's representative.
 - iii. The date of the suspension or discharge and the name of the individual(s) disciplined.
 - iv. Notification that a copy of the referral has been provided to the union or the employer as the case may be.
- c. JADRC will refer the dispute to an umpire within ten (10) calendar days of receipt of referral.
- d. The local parties will submit to the umpire:
 - i. A statement of the issue(s) in dispute.
 - ii. A joint statement of agreed facts.
 - iii. Individual statements of facts that are in dispute.
 - iv. The position(s) of each party.
- e. The umpire has the authority to order pre-hearing disclosure.
- f. The umpire will schedule and conclude a hearing into the dispute within twenty-eight (28) calendar days of receiving notice from JADRC of her or his appointment on the matter. It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the umpire.
- g. The umpire will issue a binding decision within fifteen (15) calendar days of the conclusion of the hearing.
- h. The umpire may, at the request of either party or at her or his own discretion, act as a mediator in advance of the hearing provided that such action does not alter the timelines established in this Article.
- i. The decision of the umpire is final and binding on the parties except as provided in section 99 (1) of the Labour Relations Code.
- j. Each local party will be responsible for its own cost except that the cost of the umpire will be shared by the local parties.

3.4 Jurisdictional Dispute Resolving Process

3.4.1 Preamble

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

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

3.4.2 Process

- a. When requested, the institution will provide a bargaining unit position or job description to the union(s) certified at the institution. The union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- b. For a new position or when a significant change has occurred, a local party may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- c. When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- d. When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- e. The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each union certified and the institution.
- f. The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- g. The Umpire will direct an exchange of particulars and documents upon which the Parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- h. The hearing will be expedited in all respects and conducted on an informal basis.
- i. The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.
- j. In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
 - i. job elements;
 - ii. past practice;
 - iii. impact on industrial relations;
 - iv. community of interest;
 - v. employee preference, fairness and equity;
 - vi. certification definition(s);
 - vii. and such other factors as deemed appropriate by the Umpire.
- k. The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- l. The Parties will accept the decision as final and binding on each of them.

3.5 Contract Training and Marketing Society

3.5.1 The parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance and support the initiatives of participating member institutions.

3.5.2 Objectives of the Contract Training & Marketing Society

- a. To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- b. to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- c. to assist institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.
- d. to enhance employment opportunities within the system
- e. to facilitate the development of programs and services in response to contract training needs
- f. to assist institutions in the establishment, development and enhancement of contract training capacities
- g. to effectively market contract training and service abilities of the public post secondary system
- h. to assist institutions to design contract training activities
- i. to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities
- j. to provide a single contact point or referral agency when desired between purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
- k. to enable institutions to produce surplus revenues in support of the institution

3.5.3 Structure of the Contract Training & Marketing Society

a. Membership:

- i. One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
- ii. Despite (a) above, there will only be one vote per institutional member and one vote per institution for faculty/instructor representation.

b. Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

c. Membership Activities:

Approval of the annual business plan of the Society

d. Director Activities:

Supervise and report the activities of the Society

e. Society Activities:

- i. to develop appropriate annual financial/business plans
- ii. to appoint staff as required to fulfil operational requirements
- iii. to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
- iv. to facilitate the co-ordination of contract training/marketing/career development activities
- v. to develop strategies for marketing contract training
- vi. to meet with potential "customers" to promote the system
- vii. to meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
- viii. to review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs
- ix. to liaise with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
- x. to develop an inventory of contract training expertise of institutions

3.5.4 Administration

a. To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:

- i. to participate along with representatives of the Parties in training initiatives of the CTM
- ii. to assist with the development of an effective communication method at the local level

b. Parties to this Agreement will advise the CTM of:

- i. the names of institutional and bargaining unit members
- ii. the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM

c. CTM will send copies of invitations to tender and final contracts to the member(s) under 3.5.3 (a) (i) above at affected institution(s) and to a designated representative of each of PSEA, CIEA and the BCGEU

d. Any disputes concerning the application of these provisions will be referred expeditiously to JADRC. The Parties commit to deal with these matters in a timely fashion so as not to impede the goals of the Society

3.5.5 Funding

The parties recommend that funding be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

3.5.6 Performance of Certain Work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by this Agreement at the institution.

3.6 Leave of Absence for College Committees and Union Leave

3.6.1 Leave of Absence for College Committees

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

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

3.6.2 Union Leave

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

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

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

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

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

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

3.6.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time at replacement costs. Such leaves will not be unreasonably withheld.

ARTICLE 4 PRIOR LEARNING ASSESSMENT

4.1 Definition

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

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

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

4.2 Prior Learning Assessment as Workload

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

4.3 Training in Prior Learning Assessment

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

4.4 Prior Learning Assessment Coordinators

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

ARTICLE 5 COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Copyright Ownership

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

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

5.1.2 belongs to the institution where one or more employees:

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

5.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

5.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

5.4 Joint Review

JADRC may, at the request of either party, review issues arising from the application of this article.

ARTICLE 6 JOB SECURITY

6.1 Employee Security and Regularization

6.1.1 Intent

The purpose of this article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this article will be regularized.

Where this article establishes a date for action, the parties responsible for taking the action may agree to another date.

6.1.2 Definitions

"Department" or "functional area" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

6.1.3 Parameters for Employee Security and Regularization

a. Employee security and regularization provisions include those relating to:

- i. creating, posting and filling new positions and posting and filling vacant positions
- ii. the types of appointment categories contained in the collective agreement
- iii. the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority
- iv. the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
- v. requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
- vi. requirements relating to the accumulation of severance and the condition for payment of severance

b. Amendments to existing employee security and regularization provisions must include:

- i. (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year.

or

(2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year

ii. requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.

c. In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:

- i. entitlement to confirmation of appointment as a regular employee
- ii. requirements for a probationary period post-conversion of at least twelve months
- iii. accumulation of regular seniority and severance entitlement related to appointment to regular status
- iv. rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
- v. limitations on concurrent regular appointment at more than one institution
- vi. cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
- vii. relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
- viii. the right of the employer to create, post and fill a new position or to post and fill a vacant position
- ix. educational implications for requirements to teach upper level degree courses and/or non-degree courses
- x. implications for existing appointment types
- xi. the cost implications for the employer of any changes and the impact on student access, employees and services

6.1.4 Local Discussion Process

a. Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either

i. that it agrees to retain the existing local employee security and regularization provisions without any changes, or

ii. that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this article.

b. Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.

c. The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this article and within the parameters established in 6.1.3 above.

d. Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:

i. An agreement to:

(1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

(2) maintain the current local collective agreement provisions respecting employee security and regularization

ii. Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

a. agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in

which event the decision will be binding upon those local parties, or

b. where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

6.1.6 Jurisdiction

a. The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:

i. submissions made by the local parties respecting the differences remaining between them after the review by JADRC

ii. provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia

iii. the cost implications for the employer of any changes and the impact on student access, employees and services

b. A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.

c. In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this article and that the arbitrator considers to be reasonable.

d. An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

6.2 Program Transfers And Mergers

6.2.1 Notice of Program Transfer / Merger

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

6.2.2 Transfer/Merger Agreements

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

6.2.3 Disputes

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

6.3 Registry of Laid Off Employees

6.3.1 Electronic Posting of Available Positions

On behalf of the parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- a. Institutions are encouraged to use the Registry for the posting of all available positions.
- b. Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix B1 - Form 1).
- c. Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- d. Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- e. All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- f. Unions, employers and eligible employees have the right to access the information on the Registry.

6.3.2 Electronic Registry of Eligible Employees (Registrants)

- a. Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
 - i. regular employees with one (1) calendar year of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or
 - ii. non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.
- b. Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.
- c. Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
 - i. recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed
 - ii. obtaining equivalent employment as a result of being listed on the Registry
 - iii. the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later
- d. Implementation
 - i. An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix B2 - Form 2).
 - ii. The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
 - iii. A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- e. Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

- i. had their employment terminated for just and reasonable cause;
- ii. accepted early retirement, or
- iii. voluntarily resigned their employment.

6.3.3 Applying for Available Positions

- a. It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.
- b. Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

6.3.4 Rights for Registrants

- a. Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

b. Entitlements for Successful Applicants

i. Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

ii. Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

iii. Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.

1. In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.

2. CIEA local unions may elect to participate in a reciprocal arrangement with other participating CIEA locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. CIEA local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.

3. In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.

iv. Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

v. Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

6.4 Targeted Labour Adjustment

6.4.1 Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the joint labour management committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

6.4.2 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s):

- a. Job sharing.
- b. Reduced hours of work through partial leaves.
- c. Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- d. Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- e. Voluntary severance with up to twelve (12) months' severance payment.
- f. Workload averaging.
- g. Purchasing past pensionable service. If permissible the employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- h. Combined pension earnings and reduced workload to equal 100% of regular salary.
- i. Early retirement incentives pursuant to local collective agreements.
- j. Agreed secondment.
- k. Retraining.
- l. Trial retirement.
- m. Continuation of health and welfare benefits.
- n. Combinations and variations of the above or other alternatives.

6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

6.4.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

6.5 Labour Adjustment Fund

The parties agree to request the Ministry of Advanced Education, Training and Technology to maintain a Labour Adjustment Fund for the benefit of all employees and institutions covered by this Agreement.

The purpose of the fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at an institution.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to the Fund.

6.6 Contracting Out

6.6.1 Additional Limitation on Contracting Out

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- a. any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- b. the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

6.6.2 Certain Inter-Institutional Arrangements Permissible

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

ARTICLE 7 LEAVES

7.1 Preamble

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

7.2 General Leave

An employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

7.3 Seniority Accrual

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

7.4 Retention of Status

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

7.5 Benefits While on Leave

An employee will continue to receive her/his salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

7.6 Bereavement Leave

An employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The employer may grant additional leave with pay.

7.7 Compassionate or Family Illness Leave

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the employer.

7.8 Jury Duty and Court Appearances

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is

subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this article has the responsibility to reimburse the employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the employer.

7.9 Public Duties

7.9.1 An employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves will not be unreasonably denied.

7.9.2 An employer will grant a leave of absence without pay to an employee:

- a. to seek election in a municipal, provincial or federal election to a maximum of ninety days.
- b. Where elected to public office, for up to two (2) consecutive terms.

7.10 Exchange Leave

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

7.11 Deferred Salary Leave

Each employer ratifying this Agreement will continue or establish a deferred salary leave plan consistent with Regulations issued by Revenue Canada under the Income Tax Act.

ARTICLE 8 PARENTAL LEAVE

8.1 Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

8.2 Leave taken under this provision shall commence

8.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the employer and the employee agree otherwise.

8.2.2 for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.

8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

8.3 Benefits Continuation

8.3.1 The employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the employer's portion of premiums.

8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

ARTICLE 9 HEALTH AND WELFARE BENEFITS

9.1 Joint Committee on Benefits Administration

9.1.1 Committee Established

The parties agree to establish a Joint Committee on Benefits with four members appointed by each side.

9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits including:

- a. Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- b. Monitoring carrier performance including receiving reports from the plan administrator(s).
- c. Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- d. Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

9.1.3 Savings

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

9.1.4 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits for individual employers or reduce plan provisions without the agreement of the parties to this Agreement.

9.1.5 Costs of the Joint Committee

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

9.2 Specific Benefit Improvements

9.2.1 Benefit Improvements

In recognition of the continuing health and welfare benefit efficiency savings achieved following the 1995/96 Framework Agreement and as a result of PSEA and union initiatives, the following benefits will be changed during the life of this agreement:

a. Employer Paid Premiums

All health and welfare benefits that are currently co-insured at Selkirk College will be employer paid (not

including employee-paid LTD) effective January 1, 1999.

b. Extended Health Benefits

Extended Health Benefit changes to be effective January 1, 1999:

- i. Total lifetime coverage level will be unlimited
 - ii. Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety-five (95%) percent, the existing local provision will remain in force.
 - iii. Hearing Aid benefit claims will be to a maximum of \$600 every five years
 - iv. Medical Travel Referral benefit will be improved by increasing the per diem benefit for service and supplies not covered by the Medical Services Plan of BC to \$125 per day for up to fifty (50) days.
 - v. Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- c. Group Life and Accidental Death and Dismemberment Insurance

Effective January 1, 1999, Group Life and Accidental Death and Dismemberment benefits each shall be set at three times the employee's annual salary.

d. Dental Plan

Effective January 1, 1999, amendment of Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

9.2.2 Joint Committee on Benefits Administration Improvements

The following benefits will be changed effective thirty (30) days after the date that ongoing savings to pay for this benefit are realized as a result of initiatives of the Joint Committee on Benefit Administration or such later date as agreed by the Committee:

a. Extended Health

- i. Reimbursement level on claims shall be one hundred (100%) percent
- ii. Vision care benefit claims shall be to a maximum of \$300 every two (2) years

b. Dental

- i. Major restorative Services (Plan B) shall be reimbursed at a level of eighty percent (80%)
- ii. Orthodontics (Plan C) will be reimbursed to all members and dependants at a level of sixty percent (60%) up to a lifetime maximum of \$3,500.

9.2.3 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in 9.2.1 and 9.2.2.

9.3 Benefit Improvements Effective April 1, 2000 at Malaspina University College and the University College of the Cariboo

All health and welfare benefits that are currently co-insured at Malaspina University College and University College of the Cariboo, will be employer paid, not including employee-paid LTD, effective April 1, 2000 as a charge to the settlement of this Agreement.

ARTICLE 10 PENSIONS

10.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the Pension (College) Act.

10.2 Existing Employees

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

ARTICLE 11 EARLY RETIREMENT INCENTIVE

11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

11.2 Eligibility

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute System.

11.3 Incentive Payment

11.3.1 An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An Employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

ARTICLE 12 SALARIES

12.1 Provincial Salary Scale

The revised Provincial Salary Scale will be effective April 1, 2000 and is attached as Appendix A.

12.2 Secondary Scale Adjustment

12.2.1 Effective April 1, 2000, all steps on secondary scales will be increased by 2.1% percent.

12.2.2 Despite 12.2.2 above, local parties may elect to revise secondary scales to the extent possible within a weighted average 2.1% salary increase.

12.3 University College of the Fraser Valley

The Staff Salary Scale, as revised February 1, 1998 at the University College of the Fraser Valley, will be increased by 2.1% (subject to agreement pursuant to 12.2 above) effective April 1, 2000.

ARTICLE 13 EFFECT OF THIS AGREEMENT

13.1 Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

13.2 All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

13.3 The following articles are not subject to 13.1 above:

- Harassment
- Human Resource Database
- Joint Administration and Dispute Resolution Committee
- Suspension and Discharge Grievance Resolution
- Jurisdiction Dispute Resolution Process
- Contract Training and Marketing Society
- Prior Learning Assessment
- Program Transfers and Mergers
- Registry of Laid Off Employees
- Targeted Labour Adjustment Fund
- Labour Adjustment Fund
- Joint Committee on Benefits Administration
- Provincial Salary Scale
- Secondary Scale Adjustment
- Article 6.1.7

13.4 Any disputes over the application of this article will be resolved through JADRC.

ARTICLE 14 TERM

This Agreement shall be in effect from April 1, 1998 to March 31, 2001, and shall continue in force until the renewal of this Agreement.

APPENDIX A

SALARY GRID

Step	Current Scale	April 1, 2000
1	63,400	
2		65,200

	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	

APPENDIX B1

REGISTRY OF LAID OFF EMPLOYEES - FORM 1

PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS

0. (For PSEA use only)

1. College/University College/Institute and Location:

2. Job Title:

3. Area/Program/Discipline(s):

4. Job Description:

5. Minimum and Preferred Qualifications:

6. Start Date:

7. Close Date:

8. Contact Person and Address:

APPENDIX B2

REGISTRY OF LAID OFF EMPLOYEES - FORM 2

PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)

1. College, University College, Institute:

2. Registrant:

3. Service Date (length of service):

4. Program/Area:

5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and union via the internet or other means.

Signature of Registrant Date

LETTER OF UNDERSTANDING 1

SECONDARY SCALE REVISIONS - OUC and UCC

1. Effective April 1, 2000, the salary of an employee on the following secondary scales will qualify to move to a

salary range on the Provincial Salary Scale except as noted in 3 below:

(a) University College of the Cariboo

(i) Secondary Grid - Instructor 1

Upward movement on the Provincial Salary Scale for an employee is barred at grid level six (6) until the employee qualifies for unrestricted movement to the Provincial Scale within the current language in the collective agreement affecting faculty at the University College of the Cariboo.

(ii) Secondary Grid - Lab Demo/Instructional Assistant

Upward movement on the Provincial Salary Scale for these employees is barred at grid level ten (10).

(b) Okanagan University College

(i) Secondary Grid - Lab Instructors

Upward movement on the Provincial Salary Scale for these employees is barred at grid level six (6).

2. Where an individual employee's current secondary scale salary qualifies for movement to a salary on the Provincial Salary Scale, the employee will move on to the common grid at an equivalent salary. Where the employee's salary is not equivalent to a salary on the Provincial Salary Scale, the employee will move to the step on the Provincial Salary Scale that is higher but closest to the employee's current salary on the secondary scale.

3. Where the current salary of an employee on the secondary grid is not within one secondary scale increment of the lowest step of the Provincial Salary Scale, that employee will receive the lesser of an additional one step increase on the secondary scale or an increase necessary to be on step 13 of the Provincial Salary Scale, effective April 1, 2000.

LETTER OF UNDERSTANDING 2

SECONDARY SCALE REVISIONS - CNC

1. Effective April 1, 2000, Secondary Scales 1, 2/3, and 4 at the College of New Caledonia will be increased by five (5%) percent.
2. Effective upon ratification, employees on the Non-Regular seniority list at September 30, 1998 with a workload of fifty (50%) percent or greater who fall below the fifty (50%) percent threshold prior to the implementation of the regularization provisions, will be considered to have remained at a workload of at least fifty (50%) percent for the purposes of regularization provisions.
3. Not later than April 1, 1999, the local parties at the College of New Caledonia will commence discussions on movement of employees from secondary scales to the Provincial Salary Scale. The parties will attempt to identify financial resources to fund this transition. The employer will give reasonable consideration to the claims under this Letter of Understanding when considering the use of additional revenues from non-base funding.
4. Any dispute over the application of this Letter of Understanding will be referred to JADRC for resolution.

LETTER OF UNDERSTANDING 3

REGULARIZATION OF NAMED INDIVIDUALS AT

COLLEGE OF NEW CALEDONIA

1. Despite any limitations arising from the local provisions of the collective agreement, the employees identified in Point # 3 below will attain regular status effective April 1, 2000 or such other date as may be agreed or directed under article 6.1 of this Agreement.
2. Any problems arising under this Letter will be directed to JADRC at resolution.
3. The individuals identified for the purpose of this Letter are:
 - The local parties with the assistance of JADRC as necessary will agree on the names of no more than thirteen (13) individuals affected by this Letter.

LETTER OF UNDERSTANDING 4

SECONDARY SCALE REVIEW

A local employer and local bargaining unit may review the placement onto the Provincial Salary Scale of any employee on a secondary scale to determine if placement on the Provincial Salary Scale is appropriate. Where the local parties are unable to agree, either party may apply to JADRC for consideration of any individual employee placement. Where JADRC agrees, an alternative placement, including any cap where appropriate, may be directed.

LETTER OF UNDERSTANDING 5

DISTRIBUTED LEARNING AND TECHNOLOGY IN EDUCATION

1. No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.
2. The parties agree to establish a Joint Provincial Distributed Learning Subcommittee that will:
 - a. review standards for implementing distributed learning and using technology in post-secondary education within meaningful pedagogy
 - b. negotiate for governmental and institutional funding, support, and resources
 - c. assess the potential impact of distributed learning and education technology on student access and learning and on terms and conditions of work
 - d. review issues of copyright and intellectual property relating to the introduction of technology
 - e. support the activities of the Standing Committee on Charting a New Course
 - f. report to JADRC no later than April 1, 2000
3. Disputes arising under local collective agreements relating to the development and implementation of distributed learning and the use of technology may be referred by a local party to JADRC for resolution.
4. Despite any continuation clause in this or another Agreement, this Letter of Understanding will expire on renewal of this Agreement unless specifically renewed by the parties .

LETTER OF UNDERSTANDING 6

SECONDARY SCALES AT MALASPINA UNIVERSITY COLLEGE

1. Not later than April 1, 1999, the local parties at the Malaspina University College will commence discussions on movement of computer technologist employees from secondary scales to the Provincial Salary Scale. The parties will attempt to identify financial resources to fund this transition.

2. Effective April 1, 2000, Malaspina University College will commit \$10,000 to the purposes under Point # 1 above for the purpose of moving at least five (5) computer technologist employees at Malaspina University College towards the Provincial Salary Scale from their current secondary scale.
3. Any disputes over the application of this Letter will be referred to JADRC.

LETTER OF UNDERSTANDING 7

CLASS SIZES

Increases in class size limits already implemented and currently utilized under Article 5.02 (c) of the 1996 Framework Agreement shall remain in place for the term of this Agreement. Disputes will be referred to JADRC for resolution.

LETTER OF UNDERSTANDING 8

KWANTLEN UNIVERSITY COLLEGE

Effective April 1, 2000, each employee as of that date whose salary as of March 31, 1999 exceeds \$63,400 at Kwantlen University College will receive a pro-rated lump sum payment of \$803.00.

LETTER 1

HUMAN RESOURCES DATABASE

March 19, 1998

Robin Ciceri

Assistant Deputy Minister of Advanced Education, Training and Technology

PO Box 9884

Victoria, BC V8W 9T6

Dear Ms. Ciceri:

Re: Human Resources Database

The 1995 Multi-Institutional Framework Agreement for Faculty/Instructors in the post secondary education sector for the implementation of a system to support the accumulation and dissemination of labour relations data.

Our experience with the project has been positive and productive. The parties to the negotiations, as well as the Ministry, have benefited from the process. The demographical information will be of significant value during the costing processes during current and future negotiations.

The second phase of the work, which undertakes an analysis of the local collective agreement language and

augments the provisions of strategic planning in the report Charting a New Course, is incomplete.

We are pleased to advise that the parties to the common bargaining process for college Faculty/Instructors have agreed to renew the language contained in the 1995 Multi-Institutional Framework Agreement and we ask for your confirmation of the Ministry's on-going financial support of the project.

John Shields, President
Ed Lavalle, President
BC Government and Service Employees' Union
College Institute Educators' Association of BC
Leo Perra
Post Secondary Employers' Association

cc:

Victor Glickman, CEISS

Guy Dalcourt, Executive Director, PSEA

John Waters, Chair, Employers' Bargaining Committee

Jack Campbell, Provincial Bargaining Committee Spokesperson (CIEA)

Debby Offermann, Provincial Bargaining Committee Spokesperson (BCGEU)

LETTER 2

SALARY ANOMALIES ARISING FROM 1996 BARGAINING

October 22, 1998

Mr. Dan Bradford

Dr. Rob Huxtable

BCGEU

CIEA

Co-Chair

Co-Chair

Provincial Bargaining Council

Provincial Bargaining Council

Dear Dan and Rob:

Re: Salary Anomalies Arising from 1996 Bargaining

Over the course of common table faculty and instructional bargaining since February 1998, the representatives of the Provincial Bargaining Council have raised an issue relating to potential or actual adverse impact on some individuals as a result of the transition to a standard Provincial Salary Scale in 1996.

The employers have questions regarding both the nature and intensity of these concerns but respect the fact that you have raised these issues in the interests of your members.

We have advised you that the employers did not receive any funding in 1996 to 1998 to address this kind of problems nor is there any indication as of this date that such funding is forthcoming.

Despite this, the employers are prepared to join you in an approach to government to discuss these issues in an effort to find a means of addressing the concerns that you have raised.

Sincerely,

John Waters

Chair

Employers' Bargaining Committee

LETTER 3

UNION LEAVE FOR GOVERNMENT BARGAINING

October 23, 1998

Mr. Dan Bradford

Dr. Rob Huxtable

BCGEU

CIEA

Co-Chair

Co-Chair

Provincial Bargaining Council

Provincial Bargaining Council

Dear Dan and Rob:

Re: Union Leave for Government Bargaining

This letter will confirm our agreement that the employers identified below will pay salary and benefit costs for employees attending union/employer bargaining sessions for the number of days of necessary leaves as noted pursuant to existing provisions of local collective agreements. These costs are not a charge to the cost of the Agreement.

Institution

Days

Malaspina University College

26

BCGEU

Selkirk College

29

BCGEU

Northern Lights College

25

BCGEU

Okanagan University College

35

BCGEU

Northwest Community College

10

CIEA

12

BCGEU

Vancouver Community College

30

CIEA

North Island College

CIEA

Sincerely,

John Waters

Chair

Employers' Bargaining Committee