



NORTH ISLAND COLLEGE /

NORTH ISLAND COLLEGE FACULTY ASSOCIATION

April 1, 2007- March 31, 2010

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Collective Agreement

Between: NORTH ISLAND COLLEGE
(herein called the 'Employer')

And: NORTH ISLAND COLLEGE FACULTY ASSOCIATION (herein called the
'Union')

WHEREAS the College is an Employer within the meaning of the Labour Relations Act;

AND WHEREAS the Union is the bargaining authority for all employees of the College
covered by the Certificate of Bargaining Authority;

Therefore, it is agreed that:

1. PRELIMINARY

1.1 PREAMBLE

This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment. It also provides orderly procedures for the resolution of any differences between the Employer and the Union.

1.2 TERM OF AGREEMENT/CONTINUATION

1.2.1 This Agreement is binding on the respective parties from April 1, 2007 to and including March 31, 2010.

1.2.2 This Agreement shall continue thereafter from year to year unless written notice of intent to amend or terminate the Agreement is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. Both parties shall be deemed to have given notice of the intent to renegotiate if no notice is given by either party ninety (90) days before the expiry of the agreement.

1.2.3 This agreement shall continue in full force and effect during such period of negotiations.

1.3 DEFINITIONS

Academic Year: A period of one (1) year beginning on September 1 and ending on August 31.

Agreement:	The entirety of the current Collective Agreement entered into between the Union and the Employer, including the appendices, letters of agreement and any alterations or amendments, which may, from time to time, be mutually agreed to by the parties and specifically incorporated into the Agreement.
Collective Agreement:	The combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
College:	North Island College; North Island College Board of Governors; Board; the Employer.
Employee:	As defined in Article 4.
Employer:	North Island College Board.
Joint Labour-Management Committee:	A committee formed by local parties with equal representation from a local union and an institution.
Local Parties:	The institution and local bargaining unit where both have ratified this Agreement.
Local Provision:	A provision of a collective agreement established by negotiations between an individual employer and a local union.
Local Union:	A bargaining unit representing employees at an institution that has ratified this Agreement.
Ministry:	The Ministry of Advanced Education, Training and Technology.
Parties or Common Parties:	The Employers and Unions identified in the Protocol Agreement that have ratified this Agreement.
Post-Secondary Employers' Association" or "PSEA":	The Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.
President:	The Chief Executive Officer of the College.
Union:	The North Island College Faculty Association or trade

union certified as a bargaining agent.

1.4 LEGISLATION - EFFECT OF CHANGES

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties shall negotiate a mutually agreeable provision or provisions to be substituted for the provision so rendered null and void or materially altered.

1.5 LEGISLATION - EFFECT OF NEW LEGISLATION

If at any time, the Provincial or Federal government introduces new legislation, or changes existing legislation, which makes any part of this Agreement a lesser benefit than the law, the greater benefit shall take effect as soon as possible. The Labour Management Committee will determine mutually agreeable procedures for implementation of the legislation in compliance with the terms of the legislation.

1.6 EFFECTIVE DATE OF IMPLEMENTATION

The terms and conditions of this Agreement shall become effective as of the signing date of the Agreement except where otherwise clearly identified as being effective on a different date.

1.7 CONFLICT OF REGULATIONS

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

1.7.2 In the event that there is a conflict between the contents of this Agreement and past practice at the College, this Agreement shall take precedence over past practice.

1.8 GENDER EQUALITY

Where either the masculine or singular is used, this Collective Agreement shall be interpreted to include the feminine and the plural.

2. UNION SECURITY

2.1 UNION RECOGNITION/BARGAINING UNIT DESCRIPTION

The Bargaining Unit shall comprise all employees included in the bargaining unit as described in the Certificate of Bargaining Authority issued by the Industrial Relations Council. The College recognizes the Union as the sole bargaining agent for all such employees.

2.2 UNION SECURITY

All faculty employed by the College at the date of ratification shall be deemed to be members of the Union. All new employees shall, as a condition of employment, become members of the Union upon completion of twenty (20) cumulative working days with the College. Exemption from Union membership can only be obtained by application to the Labour Relations Board.

2.3 CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Union President or a designate to be identified by the Union.

2.4 NO OTHER AGREEMENT

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer, which may conflict with the terms of this Agreement, or any Federal or Provincial statute. Any such agreement shall be null and void.

2.5 DUES CHECKOFF AND INITIATION FEES

2.5.1 From every pay cheque, the Employer agrees to deduct from all employees an amount equal to the monthly dues, initiation fees and assessments of the Union, upon receipt of a written assignment for this purpose. Dues shall be deducted from the employee except when the employee is terminated, discharged, or retired.

2.5.2 In the event of employees on leave wherein they are required to pay Union dues, the Employer shall deduct such dues from the first pay cheque upon return to work, unless the total dues owing are greater than 10% of the employee's gross earnings on first pay cheque, in which case such dues deduction shall be distributed over more than one pay period.

2.5.3 The Union shall advise the Employer in writing of all dues and assessments required by the Union.

- 2.5.4 All Union Dues and initiation fees or assessments so deducted shall be remitted by the Employer to the Treasurer within seven (7) working days after the date said deductions were made. The monies shall be remitted together with a list of the names of the employees from whom such deductions were made, the amount of the deduction made on behalf of each employee, the address and telephone number of the employee, and the employee payroll number.
- 2.5.5 Names of employees hired, transferred, discharged, on Workers Compensation, on leave of absence, absent due to illness or injury and all employees who have left the employ of the Employer shall be submitted to the Union once each month.

2.6 UNION REPRESENTATION (GENERAL)

The Employer agrees to recognize all elected and appointed members authorized to act on behalf of the Union, and agrees to cooperate with the committees selected by the Union.

- 2.6.1 An Employee has the right to Union representation at any meeting between the Employer and the Member.

2.7 UNION REPRESENTATION (FPSE REPRESENTATIVE)

The Employer agrees to recognize representatives of the Federation of Post Secondary Educators (FPSE) who may be requested by the Union to assist in the negotiation and administration of the Collective Agreement.

2.8 UNION LEAVES - RELEASE TIME

- 2.8.1 An Employee selected for a full-time position in the Federation of Post Secondary Educators (FPSE) or any successor organization to FPSE shall be granted full-time leave of absence subject to the following conditions:
- (a) As soon as possible in advance of the leave, the Union shall notify the Employer of the possibility of this article being invoked. The Union shall provide the Employer with written notice by June 15th requesting leave under this article.
 - (b) An employee on leave under this article shall continue to receive full salary and benefits from the Employer. The Union shall, on a monthly basis, reimburse the Employer for the full amount of the employee's salary and benefits.
- 2.8.2 Union members required to serve in elected union positions shall be granted the release time approved by the Executive of the Union. Such release time shall be arranged in consultation with the appropriate supervisor to ensure continuity of instructional and other duties.

- 2.8.3 The Employer shall be reimbursed by the Union for the actual costs of the substitutes or replacements employed to replace employees engaged in Union business.
- 2.8.4 Members of the Union Bargaining Committee shall be granted the time off as approved by the Executive of the Union for committee meetings, but in consultation with the appropriate supervisor to ensure continuity of instructional and other duties.
- 2.8.5 Substitute costs for faculty involved in direct negotiations with the Employer shall be paid for by the Employer to a maximum of three (3) employees. Employees engaged in bargaining shall continue to receive normal salaries and benefits.

2.9 NON-BARGAINING UNIT EMPLOYEES/BARGAINING UNIT WORK

Only members of the Union shall perform the work of the faculty as described in the Certificate of Bargaining Authority.

2.10 CONTRACTING OUT

The College shall not contract out any of the duties and responsibilities reserved by this agreement to the bargaining unit, except as herein provided:

- 2.10.1 The parties recognize and agree that there may be special situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work otherwise normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between the parties. The Union shall respond as quickly as possible, and shall not unreasonably withhold authorization.
- 2.10.2 Faculty within the bargaining unit may not undertake contract work, which will conflict with existing course assignments or result in overloads.

2.11 TRANSFERS AND MERGERS OF COLLEGES/INSTITUTES

- 2.11.1 This agreement shall be binding upon the parties hereto and their successors, administrators and executors, consistent with the provisions of the Labour Relations Code.
- 2.11.2 If at any time the Employer intends to transfer or merge the entire college, or any portion thereof, or engage in cooperative or joint ventures, it shall give notice of the existence of the Agreement to any transferee or assignee. Such notice shall be in writing not later than thirty (30) days prior to the transaction being completed, with a copy to the Union.

2.12 LABOUR DISPUTES

- 2.12.1 There shall be no strikes or lockouts during the life of this Agreement.
- 2.12.2 All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the Labour Relations Code of British Columbia.
- (a) Where an employee chooses not to cross a picket line, the Employee shall be considered absent without pay.
 - (b) When employees go to a work site other than any North Island College site, and cannot perform their duties due to the existence of a picket line, they shall notify their supervisor or designate and a reassignment of duties will be made. In this instance, the employee shall not suffer any loss of pay or benefits although the contract period may be adjusted.
- 2.12.3 Refusal to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- 2.12.4 In the event of a labour dispute, the Employer shall continue to pay the benefit premiums for the duration thereof. When job action is concluded, reimbursement of the Employer for the employees' and Employer's share for that period shall occur according to a repayment schedule worked out with the Union.

3. MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

The right to manage the College and direct the workforce is vested exclusively in the Employer. Except as specifically restricted by provisions of this Agreement, the College retains and may exercise all management rights and prerogatives at its discretion. The College shall exercise such rights in a fair and reasonable manner.

3.2 CONSULTATIVE MODEL OF ADMINISTRATION

- 3.2.1 The Employer supports a consultative model of administration, which enables the views of faculty to be known and considered with respect to educational policies, practices and decisions made by the Employer. The Employer endorses a collegial working environment whereby faculty and management personnel endeavour to work collectively to serve the overall best interests and needs of the College community.

Specifically, the College commits to involving the faculty in the discussion and, whenever possible, the resolution of education issues, such as, but not limited to, the following:

- (a) curricular policy and curricular structure, including any proposal to introduce new programs or courses;
- (b) library policies and acquisition policies;
- (c) policies for recruitment and admission of students.

Discussion of these and other matters of academic concern may be initiated by the Union, the Department or the Employer through the regular departmental and committee structures of the College. Where possible, resolution of such matters shall be by consensus.

3.2.2 CONSULTATION IN THE EVENT OF WORKLOAD REDUCTION

- (a) In the event that consideration is given to the reorganization or reduction of instructional services in a Department, program, campus or centre that negatively affects the workloads of regular employees or upon the reasonable expectations of future work assignments of sessional employees, the following procedures shall be adopted in addition to Article 6.6.2 - Layoff Procedure.
- (b) The College will provide at least one (1) month written notice to the Union and employee(s), with details and reasons for the anticipated action. Such advance notice shall not constitute layoff notice, and layoff notice(s) may not be issued until the advanced notice period has expired.
- (c) The Union will respond, within five (5) working days of receipt of notice, indicating whether they wish to meet to discuss the matter.
- (d) In the event that meetings are requested, the Employer and the Union shall meet to discuss alternative courses of action where possible, and failing these, to determine how the changes can be achieved most equitably. Every effort shall be made to reach consensus between the Employer and the Union.
- (e) The Employer and/or the Union may meet with the affected Department and/or employee(s).

3.2.3 The College shall involve faculty in the recruitment of senior administrators. When the administrative position has an instructional support function, a minimum of two (2) faculty appointed by the President of the College shall serve on the Selection Committee. It is recognized that the selection process for the recruitment of the position of the President is determined by the Board of Governors.

3.3 FAIRNESS

The Employer shall treat all employees in a fair and equitable manner consistent with the terms of this Agreement.

3.4 UNION - MANAGEMENT RELATIONS

3.4.1 Within one (1) month of the signing of this Agreement, the Labour Management Committee shall be constituted and shall meet as often as is necessary, at the request of either party, to discuss, make recommendations and resolve issues including, but not confined to:

- (a) matters of Employer and employee relations arising out of this Agreement;
- (b) correcting or alleviating conditions which might cause misunderstandings or grievances;
- (c) reviewing suggestions from employees for improving practices or service.

3.4.2 The Labour Management Committee shall be composed of three (3) representatives of the College and three (3) representatives of the Union with alternative representatives invited as necessary by either party as resource persons.

3.4.3 The College shall, for a maximum of three (3) employees, pay the substitution costs directly incurred by attendance at Labour Management Meetings or during the discharge of any business authorized by the Labour Management Committee. The Union shall bear the related costs of attendance.

3.5 DEPARTMENT CHAIRS

3.5.1 ELECTION PROCESS

- (a) All Department Chairs shall be elected from and by the faculty in the department concerned.
- (b) All regular faculty are eligible to run for the position of Department Chair.

- (c) In those instances where no regular faculty member is available to fill the position, the Department, in consultation with the Dean, may elect a sessional employee as Chair.
- (d) The positions shall be declared vacant and posted for one (1) month, two (2) months prior to the end of the three-year term.
- (e) Applications shall be submitted to the Dean, who, at the end of the posting period, shall pass them to an Election Committee, composed of faculty, none of whom shall be candidates for the position.
- (f) The Election Committee shall conduct a secret ballot, and shall refer the elected candidate to the Dean for appointment.

3.5.2 TERM OF OFFICE

- (a) The term of a Department Chair shall be three (3) years.
- (b) Normally, the maximum number of consecutive terms held by a Department Chair shall be two (2).

3.5.3 PROCESS FOR EXCEEDING TWO TERMS

The maximum number of two (2) terms may be exceeded in cases where both of the following conditions apply:

- (a) No other applicants from the department are available to assume the position of chair.
- (b) The incumbent chair has expressed a willingness to continue in the position.

3.5.4 CONDITIONS FOR EXCEEDING TWO TERMS

- (a) To ensure that the above conditions are followed in practice, the following limitations shall apply to the election of a Chair in all cases where an incumbent has served for more than one term:
 - (b) The incumbent cannot be an applicant in the initial posting for the Department Chair, as described in Article 3.5.1 of this Agreement.
 - (c) If no applicant comes forward in the initial posting process described in Article 3.5.1, the position shall be posted for a second time. The incumbent can be an applicant for the Department Chair during the second posting period.

3.5.5. INTERIM CHAIR

If the position of Department Chair becomes vacant, the Dean shall immediately post the position and appoint an interim replacement until an election is conducted.

3.5.6 DUTIES OF DEPARTMENT CHAIR

The specific duties of Department Chairs shall be as described in the position description attached in Appendix A.

3.5.7 TIME FOR DEPARTMENT CHAIR DUTIES

- (a) The time to perform Department Chair duties shall normally be between the limits of twenty (20%) percent and sixty (60%) percent, and shall be determined jointly by the Dean and the Department.
- (b) The time for Department Chair duties may be a release from or an addition to the work assignment.

3.5.8. DEPARTMENT CHAIR EVALUATION

For information on the process for department chair evaluation, refer to Article 7.11.

3.5.9 Coordinator positions that are entirely non-instructional and not associated with any specific department shall be filled using the normal hiring procedure for faculty, as described in this Agreement. Examples include the Coordinators for First Nations Education and Cooperative Education.

3.5.10 COORDINATOR EVALUATION

For information on the process for coordinator evaluation, refer to Article 7.12.

4. CATEGORIES OF EMPLOYEES

4.1 FULL-TIME REGULAR

Is an employee hired by the College in a full-time position established by the Board and whose appointment is continuous from year to year.

4.2 PART-TIME REGULAR

Is an employee hired by the College in a part-time position established by the Board and whose appointment is continuous from year to year.

4.3 FULL-TIME SESSIONAL

Is an employee who is appointed on a full-time basis with a stipulated starting and ending date.

4.4 PART-TIME SESSIONAL

Is an employee who is appointed on a part-time basis with a stipulated starting and ending date.

4.5 CASUAL

Is an employee hired on a temporary basis to replace a member of the regular or sessional staff.

5. DISPUTE RESOLUTION - GRIEVANCE/ARBITRATION/

5.1 THE UNION AGREES TO ADVISE THE EMPLOYER OF THE NAMES OF THE STEWARDS IN WRITING.

5.2 TIME OFF FOR GRIEVANCE MEETINGS

The Stewards shall be afforded such time off with pay as may be required to attend to the adjustment of grievances including meetings with the grievor and the Employer.

5.3 GRIEVANCE PROCEDURE AND ARBITRATION

Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, and other matters affecting or involving employees covered by this Agreement, including any question as to whether any matter is arbitrable, shall be resolved without work stoppage, and the following steps shall be undertaken without delay.

5.4 STEP ONE - INFORMAL RESOLUTION

Every effort shall be made to resolve problems through informal channels before using the formal process. The employee will meet with the immediate exempt supervisor to discuss and attempt to resolve the issue before a formal grievance is initiated. The supervisor shall render a decision within five (5) working days.

Any informal resolution of a grievance or complaint shall be consistent with this Agreement. If the Union is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Union may grieve the informal resolution.

Step One shall not apply to group, Union or policy grievances initiated by the parties to this Agreement. These grievances shall commence at Step Two.

5.5 STEP TWO - WRITTEN NOTICE OF A GRIEVANCE

- 5.5.1 The aggrieved employee(s) shall submit details in writing or discuss the alleged grievance with the Union, stating the circumstances and history of the grievance.
- 5.5.2 If the Union considers the grievance justified, within five (5) working days the Union will send full details of the grievance in writing to the Dean or designate. Where possible, the remedy or solution sought should be identified.
- 5.5.3 The Dean or designate shall conduct a meeting with a Union representative and the aggrieved party to occur within five (5) working days of receipt of the written grievance to discuss and settle the dispute.
- 5.5.4 The Dean or designate shall respond in writing to the grievance within five (5) working days of the meeting in Article 5.5.3.

5.6 STEP THREE

Where resolution of the grievance fails at Step Two, either party may forward the grievance in writing within five (5) working days to the President of the College. The President shall hold a meeting within five (5) working days with the affected employee's immediate supervisor, the Chief Steward, and the employee if the employee wishes to attend.

Within seven (7) working days of this meeting, the President of the College shall, in writing, inform the Union of the decision and the reason for the decision.

5.7 STEP FOUR

Failing satisfactory settlement being reached at Step Three, the Union within twenty (20) working days shall inform the College of its intention to submit the grievance to arbitration.

The parties shall select a sole Arbitrator from an agreed-to list. The decision of the Arbitrator will be final and binding on both parties.

5.8 AMENDING OF TIME LIMITS

Any time limits or stage in the grievance may be amended by mutual agreement between the parties.

5.9 ABANDONMENT OF GRIEVANCE

If an unresolved grievance is not advanced to the next stage after completion of the preceding stage, it shall be deemed to have been abandoned.

5.10 POWER OF THE ARBITRATOR

It is distinctly understood that the Arbitrator is not vested with the power to change, modify or alter this Agreement in any of its parts. The Arbitrator may, however, interpret the provisions of this Agreement, and has the power to relieve technical irregularities, including time limits, and to fashion just and equitable remedies. The Arbitrator shall give full opportunity to all parties to present evidence and make representations.

5.11 EXPENSES OF THE ARBITRATOR

Each party shall pay its own expenses and costs of arbitration, and one-half of the compensation and expenses of the Arbitrator and other expenses of the arbitration.

6. PROBATIONARY EMPLOYEES, SENIORITY, HIRING, RELOCATIONS AND LAYOFFS

6.1 PROBATIONARY EMPLOYEES

6.1.1 (a) All regular employees, and sessional employees 50% or more and more than four (4) months, shall be regarded as probationary for their initial twelve (12) months in that position.

(b) The names of the employees regarded as probationary shall be placed on the seniority list with their probationary status noted as either RP (regular probationary) or SP (sessional probationary).

6.1.2 EVALUATION OF PROBATIONARY EMPLOYEES

Every probationary employee shall be evaluated at least once in the probationary period but not normally earlier than four (4) months into the appointment.

6.1.3 EXTENSION OF PROBATION PERIOD AND TERMINATION OF A REGULAR, PROBATIONARY EMPLOYEE DURING PROBATION

- (a) A probationary regular employee shall not be terminated for reasons associated with job performance until an evaluation has been performed in accordance with the procedures described in this Agreement.
- (b) In special circumstances, the probationary period may be extended by the Employer, in consultation with the appropriate Department Chair, for an additional six (6) months to permit improvements in performance. Such an extension will not be construed as disciplinary action. The Union shall be advised, in writing, when the probationary period of a faculty member is extended.
- (c) When a regular probationary employee has been evaluated as stipulated in Article 7 of this Agreement, and when that evaluation has indicated that the employee is not suitable for a regular position, the College will give a minimum of two (2) months written notice to the employee that his/her performance has been deemed unsatisfactory and that employment will be discontinued at the conclusion of the probationary period.

6.2 SENIORITY - CALCULATION OF

There shall be one (1) seniority list for all employees covered by this Agreement. The name of each employee shall be placed on the list in seniority order. Seniority shall be determined as follows:

- 6.2.1 Full-time employees shall accrue seniority on the basis of ten-(10) months service equals one full year seniority.
- 6.2.2 Regular part-time or sessional employees shall accrue seniority prorated on the basis of ten (10) months full-time service equals one full year of seniority.

Casual employees shall accrue seniority when a specific teaching assignment extends beyond five (5) days.
- 6.2.3 The seniority list shall be recalculated on June 30 and January 1 every year and shall be posted in each College campus and centre, with a copy to the Union.
 - (a) Employees whose employment with the College has terminated shall forfeit all accrued seniority.
 - (b) Sessional and Casual employees who have not been employed by the College within a two-year period of the last appointment shall forfeit all accrued seniority.

6.3 JOB POSTINGS

- 6.3.1 All vacant positions over four (4) months duration or more than half time shall be posted on designated bulletin boards for a period of ten (10) working days, with a copy to the Union. Positions shall, at the same time, be advertised externally as required. Employees shall apply in writing to the Office of Human Resources.
- 6.3.2 The job posting will contain the working title, brief description of duties, qualifications, skill, ability and experience required, salary, hours of work, whether the position is regular, sessional or casual, the deadline for applications, expected start date and any other pertinent information.
- (a) The Job Posting and Hiring Procedure Sections are intended to complement and not disadvantage each other.
 - (b) Where postings are for a new position, the Selection Committee will meet to draw up the requirements for the position, and information to be used in the Job Posting.
 - (c) Where the same or similar position has been previously posted, the Selection Committee chair may review the previous posting to see that it is still relevant for the position. This may be done by means of a conference call to expedite the process.
 - (d) The final copy of the posting and/or advertisement will be reviewed by the appropriate department and initiated by the Selection Committee faculty designate prior to release.

6.4 HIRING PROCEDURE

- 6.4.1 The Administrator responsible for recruitment shall establish a Selection Committee, normally comprised of two members representing the Employer and two members representing the faculty, one of whom shall be the relevant Department Chair or designate, and the other faculty member selected by the department in which the vacancy exists.
- (a) The Selection Committee shall follow the hiring qualifications and criteria as established in Article 6.3.2(d), and shall interview shortlisted applicants for the vacant position taking into consideration the qualifications and experience required. Internal candidates shall have priority, in order of seniority, over other applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.
 - (b) The Committee shall refer its choice of candidate to the College President for appointment.

6.4.2 The successful applicant shall be notified by the Employer in writing. The letter shall include the starting date, and where possible, a job description.

6.4.3 Advice to Internal Candidates

All internal candidates shall be advised of the results of a competition in writing.

6.4.4 Only employment appointments of individuals can be made under this Agreement. The College cannot offer appointments to corporations, partnerships or proprietorships.

6.4.5 Priority for a vacant position of less than four (4) months duration and less than half time shall normally be given to the Union member who has previously and satisfactorily taught the same or similar course(s) at the same College location, provided the applicant has the qualifications for the position.

6.5 RELOCATION REQUESTS

Employees on a regular appointment may request a relocation to fill a new or vacant position within their current area of expertise at another College campus or centre. Such relocation shall normally be granted provided the employee meets the criteria of the position, including qualifications and experience, as judged by the Selection Committee. In the event of two or more suitably qualified internal applicants, seniority shall be the deciding factor.

6.6 LAYOFF AND RECALL

6.6.1 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

6.6.2 LAYOFF PROCEDURE

When the College determines that a reduction in the number of employees or a reduction in the employee's hours of work is necessary, the following procedures will be adopted:

- (a) The College will provide advance notice to the Union and the affected employee(s), with reasons for the anticipated layoff, in accordance with Article 6.6.3 and Article 3.2.2.
- (b) During the notice period, the College and the Union shall meet to discuss alternatives to layoff.

- (c) Length of service and category of employee shall be the deciding factors governing layoff and recall after layoff except where by mutual agreement between the Employer and the Union, the senior employee does not have the qualifications and experience necessary to perform the work to be done.
- (d) The order of layoff shall be as follows:
 - (i) casual employees shall be laid off first;
 - (ii) sessional employees shall be laid off second;
 - (iii) regular employees shall be laid off last.

6.6.3 NOTICE OF LAYOFF

- (a) Regular employees whose positions have been eliminated, or whose working hours have been reduced, and who have completed their probationary period, shall receive two (2) months notice of layoff, or pay in lieu of notice. All notices will be in writing with a copy to the Union stating the date of the notice and the date on which the layoff is to occur.
- (b) The expiry of a specific term of appointment is neither a layoff nor a discharge.

6.6.4 DISPLACEMENT OF LESS SENIOR EMPLOYEES

- (a) The Employer and the Union agree to a seniority based displacement provision that will allow faculty who have received layoff notices or who are the subject of bumping to displace the least senior faculty member within his or her area of expertise that will allow the faculty member to either maintain their current level of work assignment prior to the layoff notice, or minimize any reduction in their work assignment, providing the employee is qualified to perform the work of an employee with less seniority.
- (b) The Employee must give written notice, within ten (10) working days of receipt of the layoff notice, of an intention to displace an employee using the Intention to Displace form (Appendix B).
- (c) The Employee exercising displacement rights will be required to meet the qualifications described in the departmental postings.
- (d) At the same time as an employee is given lay-off notice, an updated Seniority List will be provided.

- (e) Once an employee exercises displacement rights, no claim can be made to yet another job position at that time. Further moves can only be made when the College decides to fill a vacant position by competition.
- (f) Faculty hired into Non-Instructional Positions
 - (i) Individuals hired into a non-instructional faculty position will be advised in their letter of appointment, that in the event of regularization and subsequent layoff, their qualifications do not automatically enable them to bump into other departments or divisions.
 - (ii) In the event of bumping or displacement to a different position, department or division, faculty will be required to participate in a hiring procedure in accordance with Article 6.4.1(a), which will establish whether they hold the required qualifications.
- (g) Faculty electing to bump within the same Division

If a faculty in an instructional position is laid off and elects to bump into an instructional or non-instructional position in his or her own department or division, then his or her Dean will determine that the faculty member has the appropriate qualifications for the position.
- (h) Faculty electing to bump into another Division

If a faculty in an instructional position is laid off and elects to bump into an instructional or non-instructional position in another division, then the Dean of that Division will determine whether the faculty member has the appropriate qualifications for the position.

 - (i) In (h) above, the Dean will require the faculty member to participate in a hiring procedure in accordance with Article 6.4.1(a), to determine whether they hold the required qualifications.

6.6.5 RECALL RIGHTS

- (a) No new employees shall be hired in areas for which there are qualified people on the recall list.
- (b) When a layoff occurs, the College shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of twenty-four (24) months, commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notices.

- (c) An employee on the recall list must keep the College and the Union informed in writing of the employee's current address and telephone number. Failure to provide this information shall relieve the College of any obligation or liability in connection with the recall process.
- (d) Employees who have satisfactorily served a probationary period in the College, and who are recalled to work following a layoff, will not be required to serve a new probationary period.
- (e) In the event that an employee refuses a recall offer to the former job position, or to a job position that is substantially the same as the former position with the same rate of pay, then the employee will forfeit further recall rights unless there are extenuating circumstances acceptable to the College.
- (f) Notice of recall shall be made, by telephone when possible, and also in writing, by registered mail. A copy of the recall notice shall be sent to the Union at the same time. The notice will include a time and date by which the employee must report for work if recall is accepted. Employees so notified shall be given ten (10) working days from receipt of the written notification to indicate acceptance of the recall. Failure to report shall constitute voluntary termination of rights.
- (g) Seniority shall be lost if an employee has been laid-off for two (2) years.
- (h) Employees on the recall list shall be recalled in the reverse order of layoff.

6.7 SEVERANCE PAY

- 6.7.1 A regular employee who has been laid off shall be eligible for severance pay provided:
 - (a) there has been no successful exercising of displacement rights;
 - (b) there is no vacant position for which the employee has the necessary qualifications.
- 6.7.2 A regular employee who has been laid off may elect to take severance pay at the time of layoff, or at any time up to two years after layoff, at which time seniority is lost.
- 6.7.3 At the time of accepting severance pay, all rights, claims or entitlements are waived, and the employee severs the relationship with the College.
- 6.7.4 The amount of severance pay shall be equal to two (2) weeks of pay, calculated on the rate of pay at the time of layoff, for each completed year of service, to a maximum of six (6) months of pay.

7. EVALUATION

Article 7.1 to Article 7.9 applies to all regular and sessional employees appointed at 50% or more, and more than four (4) months and sessional employees on a regularization track in accordance with Article 13.1.1. Article 7.10 applies to Sessional Employees with an appointment less than 50% or four months or less, and casual employees. Articles 7.11 and Article 7.12 apply to department chairs and coordinators.

7.1 PURPOSE OF EVALUATION

- (a) The purpose of the evaluation is to provide an employee with information that will enable them to monitor and improve job skills and effectiveness and to assess their suitability for reappointment or continuing appointment.
- (b) A student complaint alone shall not invoke the evaluation process.

7.2 PRINCIPLES OF EVALUATION

- 7.2.1 Depending on the employee category, evaluations conducted under Article 7 may include some or all of the following criteria:
 - (a) Performance of instructional assignments
 - (b) Professional expertise
 - (c) Interaction with students
 - (d) Working relationship with colleagues
 - (e) Contribution to department and College-wide activities

7.3 TIMING OF EVALUATION

- 7.3.1 Probationary employees shall be evaluated at least once in their probationary period.
- 7.3.2 Regular Employees, and sessional appointed at 50% or more, and more than four (4) months and Sessional Employees on a Regularization Track under Article 13.1.1, shall be evaluated using the evaluation process described in Article 7.
- 7.3.3. Sessional Employees on a Regularization Track under Article 13.1.1 shall be evaluated in each of the two (2) years leading up to regularization.
- 7.3.4 Regular employees shall be evaluated at least once in every three (3) year period.
- 7.3.5 An employee, as per Article 7.3.2, may request an evaluation at any time.

- 7.3.6 Regular Employees who have successfully completed their probationary period are encouraged to participate in the Formative Evaluation Process and shall contact their Department Chair to initiate the process.

A brief report on the outcome(s) of the Formative Evaluation process shall be forwarded to the Dean and placed in the employee's personnel file.

Where an employee participates in the Formative Evaluation Process, the Dean will waive the requirement for an evaluation under Article 7, unless Article 7.3.7 is invoked.

- 7.3.7 An evaluation may be initiated when, in the judgment of the appropriate administrator, there are specific reasons to give cause for concern about an employee's performance.

7.4 INITIATION OF EVALUATION PROCESS

- 7.4.1 An employee shall be provided with information on how they will be evaluated as follows:

- (a) The Evaluation process will be coordinated by the appropriate administrator and relevant Department Chair.
- (b) The Dean and the relevant Department Chair may meet individually or in a group with faculty to describe the process of evaluation.
- (c) At this meeting, the process and sources of information shall be identified, as well as the classes and/or students to be surveyed (if a teaching faculty member) and the timelines for the process.
- (d) The evaluation process shall commence at this meeting and shall terminate with the evaluation interview (Article 7.7). Only materials collected during the evaluation process shall be admissible to the evaluation file.

- 7.4.2 An employee choosing to participate in the Formative Evaluation Process shall contact their Department Chair to initiate the process.

Information about the Formative Evaluation Process can be found on the NIC Intranet.

7.5 ACCESS TO EVALUATION FILE

The evaluation file is accessible on request to the employee at any time during normal working hours. The file may not be removed from the place where it is normally kept, but photocopies of any material in it shall be made available to the employee on request. The Dean or designate shall be responsible for ensuring that the materials listed in the evaluation file are present and that they can be reviewed by the employee before the evaluation interview.

7.6 INPUT TO EVALUATION FILE

7.6.1 The evaluation file for regular employees, and sessional employees with an appointment of 50% or more and more than four (4) months, or sessional on a regularization track shall consist of input derived from the following sources:

- (a) A self-appraisal and supporting documents submitted by the employee.
- (b) The results of student surveys of at least 60% of a faculty member's current students.
- (c) Peer evaluation reports.
- (d) Department Chair evaluation report.
- (e) Evaluation reports from other college employees and appropriate community respondents, who shall be identified and agreed to by the employee and the responsible administrator.
- (f) Reports of classroom visits.

Input from students, peers, the appropriate Department Chair and the self-appraisal, are required components of the evaluation of teaching faculty.

7.6.2 The forms for reporting such information shall be developed by the Labour Management Committee and reviewed as required.

7.6.3 When considering the evaluation information, the evaluating administrator shall give credence only to data reported on the basis of personal contact, investigation and direct observation. Evidence derived from hearsay shall be disallowed.

7.6.4 No material may be added to the evaluation file at any time unless a copy is simultaneously sent to the employee.

7.6.5 Administrative classroom visits and other classroom observations for evaluation shall take place with a minimum of twenty-four (24) hours notification to the employee.

7.7 CONCLUDING THE EVALUATION PROCESS

7.7.1 Where an evaluation is conducted for a Regular Employee, or a Probationary Employee, or a Sessional Employee with an appointment that is 50% or more and four (4) months or more, or a Sessional Employee on a Regularization Track in accordance with Article 13.1.1, the appropriate administrator shall provide at least seven (7) working days notice of the date of the formal evaluation interview.

7.7.2 The evaluating administrator shall write a summary of the evaluation based solely on materials in the evaluation file. This summary will be discussed with the employee at an evaluation interview, at which the evaluating administrator and Department Chair identified in Article 7.4.1 shall be present. The Administrator's Summary, which shall be entered into the employee's personnel file, shall include one, or a combination of, the following:

(a) For Probationary Employees:

- (i) an acknowledgment of satisfactory or unsatisfactory performance;
- (ii) continuation of employment;
- (iii) a process for improvement;
- (iv) further evaluation to be performed within a specified period of time;
- (v) extension of probation;
- (vi) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

(b) For Sessional Employees with appointments that are 50% or more, and more than four (4) months and Sessional Employees who are on a Regularization Track in accordance with Article 13.1.1:

- (i) an acknowledgment of satisfactory or unsatisfactory performance;
- (ii) continuation of present contract;
- (iii) a process for improvement;
- (iv) a further evaluation to be performed within a specified period;
- (v) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

(c) For Regular Employees:

- (i) acknowledgment of satisfactory or unsatisfactory performance;
- (ii) a process for improvement;
- (iii) a further evaluation to be performed within a specified period;
- (iv) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

7.8 CHALLENGING THE EVALUATION

An employee may insert a written challenge into the evaluation file, challenging any statement made in the submissions constituting the materials used in the evaluation. The challenge, which must be submitted within seven (7) working days of the employee being advised that the evaluation is complete, shall relate to the appropriateness of the statements made in the materials on the grounds that they are not relevant, or that they contain information and judgments that are not supported by evidence or materials in the file.

7.9 DISCIPLINARY ACTION ARISING FROM AN EVALUATION

7.9.1 Suspension or dismissal of a regular employee for unsatisfactory performance as identified in an evaluation, can be justified only when a positive and supportive process for improvement has failed to result in a satisfactory level of performance as judged against the criteria set out in Article 7.2.1.

7.9.2 Where an employee is being monitored as a result of unsatisfactory performance, no further evaluation shall be conducted until a minimum of three (3) months has passed.

7.10 EVALUATION OF SESSIONAL EMPLOYEES LESS THAN 50% OR FOUR MONTHS OR LESS, AND CASUAL EMPLOYEES

For sessional employees with an appointment less than 50% or four months or less, and casual employees.

Where an evaluation is conducted for a Casual Employee, or a Sessional Employee with an appointment that is less than 50% and four months or less, the appropriate Administrator's summary shall include one or a more of the following recommendations:

- (a) acknowledgement, in writing, of satisfactory or unsatisfactory performance;
- (b) continuation of present contract
- (c) discontinuation of employment.

The employee shall acknowledge, in writing, that they have read the evaluation.

7.11 EVALUATION OF DEPARTMENT CHAIRS

7.11.1 Department Chairs shall be evaluated for performance of duties specifically associated with the Chair position at least once in each term of office. Evaluations may occur at any time after the first four (4) months of the assignment, at the request of Departmental faculty, the Dean or the employee.

- 7.11.2 The evaluation process for a department chair shall be coordinated by another Department Chair acceptable to the employee, in conjunction with the appropriate administrator.
- 7.11.3 All normal evaluation procedures specified in this Agreement shall be followed except that:
- (a) The evaluation process, as specified in Article 7.4.1, shall be coordinated by the appropriate administrator and the Chair of another Department as identified in consultation with other chairs in the division.
 - (b) Input will be provided from other Department Chairs, the employee being evaluated, departmental faculty, other appropriate college employees and community respondents, as identified during the pre-evaluation meeting.
 - (c) The evaluation summary, as described in Article 7.7.2, shall include one or more of the following recommendations:
 - (i) a continuation of the term of office;
 - (ii) a change in performance;
 - (iii) a further evaluation to be performed within a specified period;
 - (iv) a termination of the assignment;
- The employee shall acknowledge, in writing, that they have read the evaluation.
- 7.11.4 Termination of a Chair's assignment shall normally occur after an adequate and documented process of alerting towards deficiencies and guidance towards improved performance.
- 7.11.5 When a Chair position is vacated during the term of assignment, the position shall be filled by the election process described in Article 3.5.1 of this Agreement, and a new term shall commence at the election date.
- 7.11.6 When a Chair assignment terminates for any reason, the employee shall return to the position held immediately prior to assuming the assignment.

7.12 EVALUATION OF NON-INSTRUCTIONAL COORDINATORS

- 7.12.1 Coordinators will be evaluated before the end of the probationary period and then at least once in every three (3) year period.
- 7.12.2 The evaluation process will be coordinated by the appropriate administrator in consultation with at least one Department Chair, who shall discuss the process with the Coordinator being evaluated. At this meeting, college

employees and community respondents to participate in the evaluation shall be identified and timelines for the process established.

- 7.12.3 Relevant evaluation forms shall be developed in consultation with the Labour Management Committee. Any instructional duties performed by the coordinator shall be evaluated by the procedures established in Article 7.6.
- 7.12.4 The evaluation summary, as described in Article 7.7, shall include one or a combination of the recommendations for evaluation of regular employees, as described in Article 7.7.

8. PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 PERSONNEL RECORDS

- 8.1.1 Employees may view their personnel records upon request to the Office of Human Resources. Such requests shall be granted at a time mutually agreeable to both parties, and shall not be unreasonably delayed.
- 8.1.2 The Employer shall not use any information contained in the employee's personnel file in a disciplinary way without first notifying the employee in writing that the information is being placed in the file, and including a copy of the relevant information from the file.

8.2 DISCIPLINARY ACTION

Before any formal disciplinary action is initiated, the Employer shall take all reasonable steps to discuss and resolve the issue with the employee. Dismissal, as the most severe course of disciplinary action open to the Employer, shall normally occur only after a positive and supportive process for improvement has failed to result in a satisfactory level of performance.

8.3 JUST CAUSE

No employee shall be discharged, suspended, or in any way disciplined except for just and reasonable cause and only on the written authority of the Employer. In all cases, the burden of proof of just cause shall rest with the Employer.

8.4 PROCEDURE

- 8.4.1 An employee shall have the right to have his or her union representative present at any discussion that the employee believes might be the basis for disciplinary action.

- 8.4.2. Where an Administrator intends to interview an employee for disciplinary purposes, the Administrator shall notify the employee and the Union of the purpose of the interview in order for the employee to arrange union representation. Securing union representation shall not unduly delay the meeting or the resulting action to be taken.
- 8.4.3. Disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the meeting held under Article 8.4.1. The reasons shall normally set out the substance and source of the allegations against the employee.
- 8.4.4. When an employee is suspended or dismissed, the Union shall be notified of the suspension or dismissal within five (5) working days, and shall receive a copy of the letter provided to the employee.
- 8.4.5. This article does not apply to those discussions that are of an operational nature and do not involve disciplinary action.

9. WORKLOAD (VARIOUS)

9.1 HOURS OF WORK

- (a) The College's normal hours of operation for credit courses are 8:30 am to 10:00 pm on Monday to Thursday and 8:30 am to 5:30 pm on Friday.
- (b) The regular hours of work for Faculty shall normally be between 8:30 am and 5:30 pm, Monday to Friday, with a one-half (0.5) or one (1) hour lunch period as near to midday as the class schedule permits.
- 9.1.2 Employees may be required to work outside the regular hours of work on no more than two (2) occasions per week, except by consent, or in situations when employment conditions requiring evening or weekend delivery of instruction have been accepted.
- Teaching duties will be scheduled on five (5) consecutive days, Monday to Saturday, unless the employee agrees otherwise.
- Departments shall, in consultation with the Dean or designate, establish fair and equitable practices for the assignment of instructional duties outside the range of regular daytime and weekday working hours.
- 9.1.3 Full-time instructional faculty normally will be required to account for 30 hours per week of on-site duties throughout the academic year, and these shall not be altered, except by consent. These include teaching assignments, office hours, travel time and related activities approved as outlined in

Article 9.2. When approved committee meetings fall within the time a faculty member is normally scheduled to be on campus, the time involved shall be deemed to be part of the scheduled weekly activity.

It is understood that activities such as preparation and marking normally will require additional time beyond the thirty (30) hours of required on-site presence each week.

9.1.4 NON-INSTRUCTIONAL FACULTY

Non-Instructional faculty shall have a scheduled workweek not exceeding thirty-five (35) hours per week averaged over any two- (2) week period.

9.1.5 A faculty member's workload shall not extend beyond a maximum of ten (10) continuous hours in any one day unless waived by mutual agreement between the employee and the Dean or designate.

9.1.6 A period of twelve (12) consecutive hours must elapse between the completion of an employee's duties on one working day and the commencement of duties on the following day, unless this provision is waived in writing by the employee. Travel time as described in Appendix C shall be counted in determining the elapsed time.

9.2 ASSIGNMENT AND SCHEDULING OF DUTIES

9.2.1 ASSIGNMENT OF DUTIES

- (a) Assignment to employees of courses and other duties shall be determined by the Department Chair and the department, in consultation with the Dean or designate, and in accordance with the provisions of this Section. Every reasonable effort shall be made to accommodate the preferences of the employee.
- (b) Assignment of duties and responsibilities must be established and approved by the Dean or designate, no later than thirty (30) workdays before the assignment is to begin, and faculty shall be notified of their assignments in writing at this time. The Employer also shall provide the Union with a summary of all workload assignments.

9.2.2 SCHEDULING OF COURSES

- (a) Scheduling of courses shall be coordinated centrally by the Registrar or designate, under the direction of the Vice-President, Education or appropriate designate. In determining faculty schedules, the appropriate administrator shall make every reasonable effort to act in accordance with stated faculty preferences, recognizing that the needs of students must be the first consideration. Seniority shall be used as the deciding factor when conflicts between faculty preferences cannot be resolved in any other way.

9.2.3 TIMETABLING STANDING COMMITTEE

The College shall have a standing committee to deal with the resolution of timetabling problems. Faculty representation shall be as agreed by the Labour Management Committee. Additional faculty members may attend standing committee meetings where the Labour Management Committee sees this as helpful for the resolution of the issues under discussion.

Draft timetables for Fall and Winter offerings shall be prepared no later than June 1; timetables for intersession courses shall be prepared at least 30 (thirty) working days prior to the commencement of the term. Final course timetables shall be posted at least 15 (fifteen) working days before schedule implementation.

9.2.4 In the event of special program funding, where it is not feasible to meet the requirements of Article 9.2.1 and Article 9.2.3, assignments and scheduling of duties and notification of faculty shall be completed as soon as possible.

9.3 DETERMINATION OF WORKLOAD

9.3.1 In determining the formal assignment of workloads, the following factors shall be taken into account:

- (a) size of classes;
- (b) total number of students dealt with;
- (c) nature of courses;
- (d) number of different courses;
- (e) number of different disciplines taught;
- (f) responsibilities to open students/courses;
- (g) need for, and availability of, instructional support;
- (h) marking requirements;
- (i) approved committee involvement;
- (j) concurrent or other course development activities;
- (k) number of locations at which the employee is required to teach and the travel time involved;
- (l) approved administrative and other non-instructional responsibilities;
- (m) whether the employee is teaching the course for the first time;
- (n) specific instructional needs of students.

9.4 INSTRUCTIONAL YEAR

9.4.1 The regular instructional year for university transfer, advanced and provincial ABE and for career diploma programs shall consist of two (2) semesters. Regular employees may be assigned to teach a single scheduled course in the May-June intersession period not more than once every alternate year, except by consent. Faculty teaching intersession courses will not be required to support open students at the same time, except by

Departmental agreement. Faculty not teaching intersession courses and not engaged in approved Professional Development activities shall be required to support open students, conduct curriculum development activities or perform other duties as assigned.

The assignment of duties during intersession periods shall occur as outlined in Article 9.2.1(a).

- 9.4.2 For all other programs, the instructional year shall normally fall within the months September through June.

9.5 CALCULATION OF WORKLOAD: INSTRUCTIONAL UNITS

9.5.1 In order to quantify the major components of an instructional assignment, it is agreed that employees will be assigned instructional units for their various instructional duties and related activities. The total number of instructional units allocated to each employee will be used to determine the employee's overall workload, as outlined in Article 9.5.

- (a) The maximum full-time instructional load shall not exceed fifteen (15) instructional units per week, averaged over the instructional year, and shall not exceed eighteen (18) instructional units in any one duty week.

One (1) instructional unit is defined as:

- (i) 1 hour of direct instruction using lecture format in which new material, requiring preparation, is presented to a scheduled class;
- (ii) 1.8 hours of lab supervision/instruction if a lab assistant is available, to a maximum of 12 hours per week. Should the total assigned hours of lab instruction exceed twelve (12) per week, this weighting may be altered on the basis of a recommendation by the Department Chair in consultation with the employee and Dean or designate.
- (iii) between 1 and 1.6 hours of lab supervision/instruction if a lab assistant is not available. The figure used shall depend upon the amount of work involved in setting up and dismantling the labs, and shall be determined, on a course by course basis, by the Department Chair in consultation with Departmental employees and the Dean or designate.
- (iv) 1.4 hours of instruction for clinical delivery mode;
- (v) 1.8 hours of trade or technical instruction;
- (vi) 1.8 hours of regular instruction for applied business technology, computer applications and tourism programs;
- (vii) 1.6 hours of practicum supervision;
- (viii) 1.6 hours of classroom instruction in ABE, ESL and language classes where there is a combination of lecture, group work, desk work and lab-like activity;

- (ix) 1.6 hours of studio instruction for visual arts, a maximum of 8 hours of which, per week, may be used for supervised studio activity;
- (x) 1.6 hours of classroom instruction, to include a minimum of six (6) hours of Disabled Student Services where applicable, in A.S.E;
- (xi) 3 hours of direct travel to and from a teaching location other than the work location, as assigned in 9.17.1, when the employee teaches in more than one College campus/centre on the same day or when the employee teaches in a campus/centre located more than sixty (60) km from the home campus/centre.
- (xii) 1.0 instructional unit for every nine (9) assessments where a faculty member is carrying out a college assessment function, not program specific, during the instructional term.

9.5.2 INSTRUCTIONAL UNIT ADJUSTMENTS

Where the complexity of the instructional materials warrant, the allocation of instructional units for any course shall be increased by 20% for any course(s) which the employee has not taught within the previous two (2) years and where no time has been specifically allocated for preparation in advance of the course start date. The amount of preparation time appropriate for any course shall be determined by mutual consent amongst the Dean or designate, Department Chair and departmental employees.

- (a) Where there is a substantial change in course content during the academic year, and the department, in consultation with the Dean or designate, determines that immediate course modification is required, the additional development time will be provided for faculty charged with implementing the changes.
- (b) Instructional Unit Adjustment
 - (i) The maximum full-time instructional workload for faculty teaching Mathematics and Science Laboratory courses shall not exceed eighteen (18) student contact hours in any one duty week.
 - (ii) Sessional Faculty Teaching Non-Laboratory Courses

When a sessional employee teaches a non-laboratory course and the aggregate number of students in those courses is equal to 90% of the capped enrolment, each course shall be increased from 20% to 25%.

(iii) Sessional Faculty Teaching Laboratory Courses

A sessional faculty teaching a science course with a lecture and laboratory component shall be recognized at 30% workload.

9.5.3 OPEN STUDENTS

- (a) Instructional units shall be determined on the following basis for employees instructing open students (with the exception of Applied Business Technology):
- (i) 0.75 instructional units per week for every six (6) students in non-lab open courses;
 - (ii) 1.2 instructional units per week for every six (6) students in open courses with a regular lab component where no laboratory assistant is present.
 - (iii) 1.0 instructional unit per week for each 1.5 units of open courses tutored, with shorter courses to be pro-rated on unit value, as long as such courses are not being taught concurrently in a scheduled format.

When faculty are employed to deal exclusively with open students as content specialists on a regional or College-wide basis, this article shall not apply unless three (3) or more courses are involved. For every additional 1.5 unit course beyond two (2) courses, 0.5 instructional units shall be assigned per week, with shorter courses pro-rated on unit value. Article 9.15.4 shall apply in the event the faculty member is assigned course supervisory responsibilities. Agreement of the Union shall be sought for all new positions of this nature prior to recruitment.

- (b) The workloads of faculty instructing open students shall be evaluated at the start of each month, and shall include course extensions. It is recognized that the number of open students assigned to an employee may sometimes “peak” in January due to an overlap of completing students with new registrations. This peak will be ignored in calculating workloads for that month provided the situation does not persist into February.

9.6 STUDENT CONSULTATION HOURS

Department Chairs will determine, in consultation with their departments and the appropriate Dean or designate, the appropriate number of office hours required on a weekly basis for faculty to be available for student consultation. All faculty shall post

their timetables with office hours indicated. In programs where students have constant access to the faculty, the office consultation will be by appointment only.

9.7 COURSE PREPARATION IN ACADEMIC AND CAREER PROGRAMS

Where a faculty member has not taught a course before, then a faculty member shall receive one week's preparation time to a maximum of two weeks based on their workload assignment.

Faculty in academic and career programs shall not be expected to prepare more than three (3) different 3-credit courses in a given semester. This may be exceeded under the provisions outlined in Article 9.10.2 (Underload), or by mutual agreement between the employee and Dean or designate.

9.8 OTHER DUTIES

In the event the College requires faculty to undertake, on a regularly occurring basis, specified duties not mentioned elsewhere in Article 9, such duties shall be considered part of the employee's workload to an extent to be determined by consultation between the employee, the Department Chair and the Dean or designate.

Examples of such duties include, but are not limited to, such things as the arrangement and supervision of work experience placements, assessment related activities, regularly scheduled group advising or pre-registration counselling sessions and region-wide responsibilities, apart from those exercised by Department Chairs.

Where deemed appropriate by the parties, such duties may be assigned an instructional unit value to be used in the quantification of overall workload. The assignment of instructional units shall be agreed upon between the Employer and the Union in consultation with the Department Chair and department employees.

9.9 NUMBER OF COURSES AND SECTIONS

The number of scheduled courses faculty will handle in a given semester will vary from program to program and may vary from campus to campus. In academic courses at the university transfer level, and in two-year career diploma programs, the assignment for a full-time faculty member shall not exceed four (4) scheduled courses per semester. An additional section/preparation may be added under the provisions outlined in Article 9.10.2 (Underload). The number of courses may be prorated for courses involving more or fewer than three (3) instructional units per week. This provision shall not be enforced to the extent that it exceeds the workload as specified in Article 9.5.

9.9.1 COMPUTER SCIENCE FACULTY

A full (100%) workload teaching only first year courses will be four (4) sections and three (3) preps in each semester.

A full (100%) workload teaching only second year courses will be three (3) sections and three (3) preps in each semester.

9.9.2 COMPUTER GRAPHICS FACULTY

A full (100%) workload in Computer Graphics will be seven (7) sections and six (6) preps averaged over the academic year.

9.9.3 INTERSESSION

Instructors in Computer Science and Computer Graphics with a full (100%) workload will not be required to teach an intersession course in the May – June period.

9.9.4 HOSPITALITY AND TOURISM FACULTY

A full (100%) workload will be five (5) sections (3 credits each) and five (5) preps in each semester.

9.10 STUDENT LOAD: UNIVERSITY TRANSFER, ADVANCED AND PROVINCIAL ABE, CAREER DIPLOMA PROGRAMS

9.10.1 The student load, which is the total of open and/or scheduled students, shall not at any time exceed one hundred and twenty five (125) students per faculty, unless special circumstances apply. These exceptions shall be negotiated separately and shall include instances where technology or additional support is provided.

To address specific instructional situations, the following guidelines shall also apply:

- (a) 115 students shall be considered the maximum load for English faculty, except in English Composition, where the maximum shall be 100 students;
- (b) Each student in laboratory science courses with a scheduled, regular laboratory component shall count as 1.5 students for the purposes of calculating student loads.
- (c) The calculation of student numbers for determining workload shall be based on enrolments at the Stable Enrolment date (i.e. the last day students can register).

9.10.2 STUDENT UNDERLOAD

- (a) In any semester where academic, advanced or provincial level ABE, or Career diploma faculty carrying a full workload as defined in Article 9.5 have student workloads more than 25% below the maxima defined

in Article 9.10.1, then their workload may be adjusted by one, or a combination of, the following expedients, as determined by consultation among the Department Chair, the Dean or designate and the employee, who shall ensure that the amount of any additional duties is commensurate with the extent of the underload. Part-time employees shall be subject to the same provision, pro-rated according to the percentage of their contracts.

Additional duties may be chosen from, but shall not be confined to the following list:

- (i) teaching a maximum of one (1) additional course, either in the semester in which the shortfall occurs, or in the next semester or intersession period. Additional instructional units accrued in this way shall not be considered in calculating overload;
 - (ii) engaging in new or ongoing course development activities;
 - (iii) accepting open students;
 - (iv) acting as a marker and/or course supervisor.
- (b) It is understood that every possible effort shall be made to prevent underloads arising through lack of adequate instructional space or facilities. Priority in assigning classrooms or other resources shall be given to faculty who might otherwise be forced into an underload situation. Where an underload situation arises on account of insufficient space or resources, no faculty shall be required to teach an additional course or section except by consent.

9.11 SCHEDULED SECTION/CLASS SIZES

9.11.1 Academic and Career Diploma classes shall not exceed 35 students except in those situations where it is deemed appropriate by the department or employee to offer lectures to larger groups. The following limits shall also be observed:

- (a) Part-time vocational programs: Maximum class sizes shall be determined by considering the following factors:
 - (i) limits imposed by external agencies;
 - (ii) practical component requirements;
 - (iii) facilities and location for delivery.

The maximum number of students in any part-time vocational upgrading course will be determined in consultation among the instructors, Department Chair, and the Dean on a course-by-course basis taking into consideration the delivery method and limitations of available training equipment.

(b) Other vocational programs:

	<u>Theory</u>	<u>Practical</u>
Log Scaling, MED:	24 students	12 students
Nautical, Drafting, Electronics:	20 students in all sections	
Driver Training:	20 students	4 students
Automotive/HD:	20 students	16 students
Welder, Welder/Fabricator:	20 students	16 students
Electrical, Entry Level:	20 students	16 students
Trades Upgrading:	20 students	12 students
Chef Training:	16 students in all sections	
(c) Applied Business Technology:	18 students	
(d) English composition classes in U.T:	25 students	
(e) English U.T. literature classes, with a major composition teaching element at the first year level:	30 students	
(f) ESL (all levels):	16-18 students	
(g) ABE Fundamentals:	12-14 students	
(h) ABE Intermediate:	20 students	
(i) ABE Advanced/Provincial:	25 students in Maths/English 30 students in other	
(j) Adult Special Education (ASE):	12 students	
(k) Nursing:	8 students in clinical 12 students in lab 16 students in preceptorship 32 students in class	
(l) Practical Nursing Program (PNP):	10 students in clinical 12 students in lab 16 students in preceptorship 32 students in class	
(m) Early Childhood Education:	24 students in class 12 students in practicum	
(n) Human Service Worker (HSW):	24 students in class 12 students in practicum	

- (o) Visual Arts: 12-24 students dependent upon studio requirements
- (p) Home Support/Resident Care Program: 20 students in class
10 students in lab
10 students in clinical

9.11.2 Notwithstanding the above limits, class sizes in any course shall not exceed the capacity of the equipment or safe working limits of the facilities available.

9.11.3 Class sizes in new program areas shall be established between the Union and the Employer in consultation with the Dean or designate and the Department Chair(s) in the relevant program area.

9.12 CONTRACT SERVICE WORK

When employees covered by this Agreement are involved in contract service work, all hours worked in excess of the weekly workload as defined in Article 9.5 shall be banked and taken as time off between courses.

9.13 OVERLOAD

It is recognized that it is in the best interests of both the employer and employee to avoid overload situations. Acceptance of an overload in any semester is voluntary, but when such overload occurs, the Employer shall make every reasonable effort to arrange a corresponding reduction in workload in the next semester. In addition, the following provisions shall apply:

9.13.1 No appointment shall be approved that places an employee in an overload situation, unless there is a corresponding workload reduction in the following semester.

9.13.2 If an employee applies for work through the posting process that would place the employee in an overload position, then the employee shall advise their Dean, Department Chair and Department of the application, and give up part of their existing workload in order to maintain their workload at 100%. If it is not practical to adjust the workload, then the employee's application for the position will be denied.

9.13.3. In an emergency, when there is no alternative but to assign work that places a faculty member in an overload situation in one semester with no opportunity for a reduction in workload in the next semester, then the employee shall be compensated for work in excess of 100% at the rate of 1.5 times the employee's regular rate of pay for that work.

9.14 CURRICULUM DEVELOPMENT

9.14.1 For the purposes of this section, curriculum development for instructional faculty consists of major development or revision of courses. For non-instructional faculty the equivalent activity will consist of approved projects that enhance service delivery and promote excellence.

9.14.2 The nature and extent of any curriculum development activities shall be determined in consultation with the employee, Department Chair and Dean or designate.

Curriculum development activities shall be authorized by the appropriate Dean or designate on the basis of recommendations received from Department Chairs in consultation with their departments.

The assignment of, or request for, curriculum development activities, by individual faculty, and the time(s) when such activities shall occur, shall be decided by mutual consent of the Department Chair, employee and Dean or designate.

A report describing the completed curriculum development will be filed with the Dean, or designate.

9.14.3. Each regular full-time instructional employee may be assigned a maximum of ten (10) working days of curriculum development time in each year. Additional time may be scheduled by mutual agreement between the employee, the Department Chair and Dean.

Regular part-time instructional employees shall have the same allocation, prorated to the proportion for their contract. The calculation of curriculum development time shall include any increases to their regular assignment.

In the event there is no Department Chair, faculty member may seek written support for their applications from other colleagues or the Department Chair of the most closely related Department.

9.14.4 When curriculum development occurs concurrently with instructional activities, the time required for development activities shall be calculated as part of the regular workload as defined in Article 9.5, on the basis of two (2) development hours equals one (1) instructional unit. This provision shall be waived when curriculum development is undertaken to adjust work underloads as described in Article 9.10.2. Curriculum Development will not be scheduled during approved vacation or authorized Professional Development.

9.15 COURSE SUPERVISION/MARKERS FOR U.T., PROVINCIAL AND ADVANCED LEVEL A.B.E.

- 9.15.1 Each open course shall be managed regionally by a Course Supervisor who shall assume the following responsibilities:
- (a) to ensure the course content meets Provincial and/or other requirements;
 - (b) to identify appropriate instructional materials;
 - (c) to ensure the currency of exams and assignments;
 - (d) to identify major curriculum development needs and make appropriate recommendations to the Department Chair;
 - (e) to identify qualified Markers in consultation with the Department Chair;
 - (f) to collect appropriate annual data and report to the Department.
- 9.15.2 Course Supervisors shall be determined by Department Chairs in consultation with department members.
- 9.15.3 Major revision/development work for open courses as identified above shall occur only as described in Article 9.14.
- 9.15.4 In calculating the workload of course supervisors, each 1.5 unit course supervised shall contribute 0.2 to 1.0 instructional units per week to the workload of the employee. The Department Chair in consultation with the department and appropriate Dean or designate, shall determine the value within this range, taking into consideration the requirements of the specific course.

9.16 DEPARTMENT CHAIRS

The release time required to perform the administrative functions of the Department Chair positions shall be deducted from the total workload of the Department Chair with no less than fifty percent (50%) of this release taken from direct instructional duties.

9.17 ASSIGNMENT OF TEACHING LOCATIONS OR TEMPORARY DUTIES

- 9.17.1 An employee shall be assigned to work at a specific campus or centre. Any alteration to the above must be by mutual agreement between the employee and the Employer. Employees shall not be required to teach at more than one other college location within a semester, except by consent.

- 9.17.2 When an employee is temporarily assigned a role that carries with it additional compensation, the employee shall receive the higher salary for the duration of the assignment.

9.18 TRAVEL ON COLLEGE BUSINESS

- 9.18.1 The College shall provide substitutes, where possible, for employees travelling on approved College business.
- 9.18.2 In instances where no other means of transportation can be made available, and when an Employee is required to drive their personal vehicle more than 1600 business kilometres in their ICBC year, the Employer shall pay the additional costs of necessary insurance over and above coverage for driving to and from work. Employees shall be responsible for arranging such additional insurance and may claim reimbursement from the College upon providing reasonable justification.

9.19 SUBSTITUTE FACULTY

- 9.19.1 Whenever possible, the Employer will provide substitute faculty to relieve faculty who are absent as a result of illness or emergency or for other unavoidable reasons. The procedures for recruiting and determining suitability of substitutes shall be in accordance with Article 6.4 of this agreement.

The procedures for assigning substitutes shall be developed by the Dean and Regional Administrator.

A list of potential substitutes shall be compiled and circulated at the beginning of each semester.

- 9.19.2 In the event a faculty member requires a substitute, he/she shall provide as much advance notice as possible, and the appropriate administrator or designate shall arrange for a substitute. In emergencies, when advance notice is not possible, the faculty member shall be responsible for arranging substitute coverage.

The Department Chair, where established, and the Dean shall determine the amount of preparation time allocated to substitute faculty.

9.20 COOPERATIVE EDUCATION

Faculty involved in cooperative education, including the supervision of students, shall be provided with appropriate release time from assigned duties, as agreed in consultation with the employee(s), Coordinator of Cooperative Education, Department Chair and Dean or designate.

9.21 ESTABLISHMENT OF WORKLOAD FOR NEW PROGRAMS/COURSES

In the event that programs or faculty positions are created which are not covered by the provisions of this Article, or where the application does not permit the workload of any employee to be determined realistically, the workload shall be agreed between the Union and the Employer in consultation with the employees in the department.

10. LEAVE, PAID AND UNPAID

10.1 STATUTORY HOLIDAYS

10.1.1 The following days are recognized as Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day declared a statutory holiday by the Federal or Provincial Government.

10.1.2 Employees shall not be assigned to work on a Statutory Holiday.

10.1.3 When the holiday falls on a day when the College is officially closed, the next regular working day shall be observed as the holiday.

10.1.4 Part-time employees shall receive normal pro-rated pay for any scheduled work day, which coincides with a statutory holiday.

10.1.5 **CHRISTMAS BREAK**

A three- (3) day vacation break shall be granted in addition to the Statutory Holidays between December 25 and January 1.

10.2 VACATION

10.2.1 The annual vacation entitlement for regular employees shall be forty (40) days. This entitlement shall be in addition to the three- (3) days described in Article 10.1.5.

Employees with less than one (1) year of service shall have their vacation entitlements pro-rated.

- 10.2.2 (a) Vacation dates will be mutually agreed between the employee and the Employer. Vacations shall normally be taken at times free from assigned instructional duties.
- (b) All vacation entitlement earned in an academic year is deemed to have been used unless alternative arrangements have been made with the Dean.
- (c) When a faculty member is required to work during his or her vacation period resulting in vacation carryover, the Dean will authorize the vacation carryover in advance of the work being performed. Normally, such vacation carryover shall not exceed ten (10) working days.
- (d) If vacation cannot be used by the end of the following academic year following the year it is earned, then the College will arrange to payout such carryover.
- 10.2.3 Employees shall receive an extra day's vacation for each statutory holiday that falls during their annual vacation period.
- 10.2.4 Vacation pay shall be calculated at six percent (6%) of pay for sessional faculty and four percent (4%) of pay for casual faculty over the duration of their employment periods.

10.3 SICK LEAVE AND DISABILITY BENEFITS

- 10.3.1 The Employer shall implement a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement.
- 10.3.2 The disability benefits plan is as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, and is an insured plan with the following elements:
- (a) Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter;
- (b) Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan;
- (c) Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability;

- (d) Employer payment of premiums for both short-term and long-term disability benefits;
- (e) Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors);
- (f) Mandatory rehabilitation as described in the JCBA plan;
- (g) Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions of Article 10.3.3.

10.3.3 ELIGIBILITY REQUIREMENTS FOR ENROLMENT

- (a) Regular full-time and part-time
- (b) Sessional full-time with contracts of four (4) months or longer;
- (c) Sessional part-time with contracts that are 50% or more and four (4) months or longer.

10.3.4 Employees covered by this plan shall retain any sick leave banks accrued up to but not beyond March 31, 2002.

10.3.5 The Joint Committee on Benefits Administration (JCBA) shall oversee the plan.

10.3.6 Employees not eligible for the disability benefits plan shall receive sick leave credits at 1.5 working days of sick leave for each month of service or portion thereof, pro-rated to the actual hours worked for the duration of the contract.

10.4 BEREAVEMENT LEAVE

10.4.1 In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at the employee's 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 traveling time. Such leave shall normally not exceed five (5) working days and shall apply to Regular employees and Sessional employees with contracts of fifty percent (50%) or greater, and with a duration of four (4) months or longer.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of day's vacation.

10.4.2 Immediate family is defined as an employee's parents, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, and any relative who has been residing in the same household or any other relative for whom an employee is required to administer bereavement responsibilities.

10.4.3 In the event an immediate family member suffers a medical crisis in, which death is considered imminent, the employee may take visitation leave of up to five (5) days. This leave may be taken in lieu of bereavement leave, on the understanding that additional leave, if needed to attend a later funeral of the same family member, shall be treated as normal vacation leave or leave without pay, at the option of the employee.

10.4.4 In exceptional circumstances, the Office of Human Resources may grant additional bereavement leave.

10.5 MATERNITY LEAVE

An employee, on written request, is entitled to maternity leave in accordance with provincial and federal regulations. The Employer shall defer the commencement of the maternity leave for any period of time requested by the employee and approved by her medical practitioner.

An employee, on written request, is entitled to maternity leave in accordance with the Common Agreement.

10.6 PATERNITY LEAVE

An employee shall be entitled to, upon written request, up to three (3) days time off without pay but with full benefits to attend the birth of his child.

10.7 PARENTAL LEAVE

An employee, on written request, is entitled to maternity leave in accordance with provincial and federal regulations.

An employee, on written request, is entitled to parental leave in accordance with the Common Agreement.

10.8 ADOPTION LEAVE

An employee, on written request, is entitled to up to twelve (12) weeks time off, without pay, and with full benefits in the event of the adoption of a child.

10.9 BENEFITS WHILE ON MATERNITY & PARENTAL LEAVE

10.9.1 The services of an employee who is absent from work under these leaves shall be considered continuous, and the Employer shall continue to make

payment to any pension, medical or other plan beneficial to the employee in the same manner as if the employee were not absent.

- 10.9.2 When an employee resumes employment at the expiration of these leaves, the employee shall be reinstated in all respects by the Employer into the position previously occupied and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

10.10 LEAVE FOR COURT DUTIES OR APPEARANCES

- 10.10.1 An employee who is subpoenaed for jury duty or as a witness shall be granted time off with pay for the period of the leave.
- 10.10.2 An employee, in receipt of regular earnings while serving at court, shall reimburse the Employer all monies paid by the Court except travelling and meal allowances not reimbursed by the Employer.
- 10.10.3 Where an employee's private affairs have occasioned a court appearance, a leave of absence, without pay and with full benefits, shall be granted to a maximum of five (5) days for such court appearance.

10.11 SPECIAL LEAVE

- 10.11.1 An employee may request a special leave with pay for the following reasons:

- (a) marriage of the employee;
- (b) attending wedding of employee's child;
- (c) divorce of the employee;
- (d) moving of household furniture and effects to a different residence;
- (f) attending a hearing to become a Canadian citizen;
- (g) attending funeral as a pall bearer or mourner.

Requests for such leave(s) shall not be unreasonably denied and shall not exceed a total of three (3) days leave for all causes in any one (1) calendar year.

Special leaves do not apply during vacation periods.

- 10.11.2 In the case of illness of a member of the immediate family of the employee, and where no one at home other than the employee can provide for the needs of an ill person, or in the case of care of aging parents, the employee is entitled to use annual sick leave entitlement up to a maximum of ten (10) working days per year.

10.12 POLITICAL LEAVE

- 10.12.1 If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided during the election campaign.
- 10.12.2 If elected to a full-time office, a leave of absence without pay or benefits shall be provided for one year, renewable each year on request, for the term of office.
- 10.12.3 The employee must make a request in writing at least three (3) months prior to the anticipated commencement of said leave.
- 10.12.4 Employees returning from such leave shall advise the Employer at least three (3) months prior to the expected return to work and shall resume their duties no later than the beginning of the next recognized work period.

10.13 DEFERRED SALARY LEAVE

- 10.13.1 An employee desiring such leave shall make a written application to the Employer at least one (1) month prior to entry to the plan. Approval of entry to the Deferred Salary Leave plan shall not be unreasonably withheld, and where approval is not granted, the reason shall be given to the employee in writing.
- 10.13.2 The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:

one year	33 1/3%	two years	33 1/3%
three years	33 1/3%	four years	25%
five years	20%	six years	16 2/3%

The participant may alter the percentage amounts for the next or any subsequent year by providing written notice to the College one (1) month prior to the anniversary date of his/her participation in the plan.
- 10.13.3 The Employer will administer the plan in accordance with the required legislation pertaining to salary deferral plans, and will bear the administrative expenses of the plan.
- 10.13.4 The monies retained by the Employer for participants, including interest thereon, shall be invested and reinvested by the Employer in investments offered from time to time by an investor mutually agreeable to the Employer and the Employee. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The Employer and the Union shall not be liable to any participant for investments made under this article.
- 10.13.5 Interest accruing to the employee shall be paid out annually.

10.13.6 The Employer shall make an annual report to each participant as to the amount of deferred salary together with interest accrued to that date. The annual report shall be made not later than Dec. 31st of any given year.

10.13.7 TAKING OF LEAVE OF ABSENCE

- (a) Participants in the Plan shall give the Employer a minimum of six (6) months notice prior to taking of such leave, which shall not normally be less than four (4) months or greater than one (1) year. At this time, the participant will choose either a lump sum payment at the commencement of the leave, or receive regular biweekly salary payments.
- (b) The salary to be paid to the employee during the leave of absence shall be related to the monies retained by the College under this plan, less any deductions made by the College for health and welfare benefits, as identified in Article 11.10.8.
- (c) If the Employer is genuinely unable to obtain a suitable replacement, the Employer will notify the participant in writing not less than four (4) months prior to the requested leave date, that the leave is postponed. The deferred leave may be postponed by not more than one (1) year. In the event of a postponement, the participant may choose to remain in the plan or withdraw from it; in the latter case the Employer shall pay the participant the deferred compensation in one lump sum payment within sixty (60) days of such withdrawal.
- (d) Participants must take the deferred leave after a maximum of six (6) years within the plan or after salary deductions have totalled one hundred percent (100%). Employees may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not normally exceed twelve (12) months.

10.13.8 BENEFITS - DEFERRED SALARY LEAVE

Benefits will be as follows:

- (a) The participant shall bear the full cost of health and welfare benefits.
- (b) No sick leave credits will accrue during the period of leave. Sick leave credits accumulated up to the time of the leave will be carried forward and be available upon return from leave.
- (c) Vacation credits do not accumulate during the period of such leave.
- (d) Superannuation deductions will be made in accordance with the Pension (College) Act.

10.13.9 WITHDRAWAL FROM THE PLAN

- (a) A participant who ceases to be employed by the College must withdraw from the Plan. Also, under extenuating circumstances, a participant may withdraw from the plan upon giving at least one (1) month's notice of intent to do so. In both cases, the College shall immediately seek redemption from the investor of all monies held on behalf of the participant, and upon receipt, shall remit the full amount to the participant.
- (b) In the event of the death of a participant and upon notice by the executor, the Employer shall pay to the participant's estate the full deferred compensation amount plus accrued interest, subject to the College receiving any necessary clearances and proofs normally required in such situations.
- (c) Participants may, on one occasion, suspend their participation in the plan for a period of not less than six (6) months, or not more than twelve (12) months. When the period of suspension ceases, the participant shall be reinstated in the plan on the first day of the following month.

11. PROFESSIONAL DEVELOPMENT

11.1 PURPOSE OF PROFESSIONAL DEVELOPMENT

In order to maintain excellence of instruction and educational service at North Island College, faculty may pursue activities related to professional development. It is recognized that professional development is both an individual and shared responsibility.

11.2 FUNDING OF PROFESSIONAL DEVELOPMENT

- 11.2.1 The Employer shall place an amount equivalent to one-and-one-half percent (1.5%) of total faculty bargaining unit salary budget into the Professional Development Fund.
- 11.2.2 The Professional Development Committee shall submit to the College monthly a statement accounting for all expenditures.
- 11.2.3 The Professional Development Fund shall normally be allocated as follows:
 - 40% In-service professional development
 - 60% Assisted professional development leave

- 11.2.4 The Professional Development Committee may, within a fiscal year, alter the percentage funding allocations (Article 11.2.3), at its discretion, and in response to applications for different categories of professional development funding.
- 11.2.5 Any funds unspent at the end of the fiscal year shall accrue to the Professional Development Fund for the next fiscal year.
- 11.2.6 Where approved Professional Development activities can only be taken during scheduled class time, the college shall provide a substitute, who shall be paid out of the college budget.

11.3 TIME ALLOCATED FOR PROFESSIONAL DEVELOPMENT

- 11.3.1 All regular full-time faculty shall have twenty-two (22) working days per year for professional development scheduled in a single block of time or in time periods mutually agreeable to the Employer and the employee.
- 11.3.2 Regular part-time employees shall have the same allocation, pro-rated to the proportion of their contract. The calculation shall include any increases to their regular assignment in that academic year.
- 11.3.3 When employees are prevented by College duties or other circumstances from using the whole, or part of their professional development time entitlements, they may, with the permission of the appropriate Dean, carry a maximum of twelve (12) days forward for one (1) year. The days carried forward shall be added to the entitlement for the following year and shall be taken in that year.

11.4 PROFESSIONAL DEVELOPMENT COMMITTEE

- 11.4.1 The Professional Development Committee will consist of one member appointed by the College and two members elected by the Union. The Professional Development Committee shall be coordinated by the Director, Human Resources who shall be a non-voting member of the Committee.
- 11.4.2 Coordinating duties shall include, but not be limited, to the following:
 - (a) Ensure that a quality program of professional development is provided for all faculty at the College.
 - (b) Establish, maintain, and apply clear guidelines, criteria, and procedures for supported Professional Development applications, in a way that is fair and equitable.
 - (c) The Director, Human Resources shall provide up-to-date information to the Professional Development Committee in order to determine the annual allocation of funding for the in-service funds.

- (d) Monitor the Professional Development Fund.
- (e) The Director, Human Resources shall maintain records of all expenditures and will work with the College's Financial Services to ensure that monthly reporting is accurate and up to date.
- (f) The Director, Human Resources shall provide a monthly report on expenditures and activities to the Professional Development Committee and to the Labour-Management Committee.

11.5 CLASSIFICATION OF PROFESSIONAL DEVELOPMENT ACTIVITIES

11.5.1 There shall be four (4) categories of professional development activities:

- (a) In-Service Professional Development
- (b) Assisted Professional Development Leave
- (c) Unassisted Professional Development Leave*
- (d) Assisted Exchange Leave*

*Unassisted leaves and faculty exchanges do not require application to the Professional Development Committee.

11.6 IN-SERVICE PROFESSIONAL DEVELOPMENT

11.6.1 In-service professional development is defined as time off at full pay for the purpose of attending conferences, workshops, seminars, courses and other approved professional development activities. Time taken for such activities shall be deducted from the employee's total professional development time entitlement (Article 11.3.1) and, when possible, shall be taken at a time when the employee is free of regular instructional duties. Normally such activities shall not take the employee away from regular instructional duties for more than five (5) working days at a time, except under exceptional circumstances agreed to by the Employer and the employee.

Travel expenses, fees and other costs shall normally be paid out of the Professional Development Fund.

11.6.2 It is clearly understood that in-service professional development shall also include activities such as reading or research in areas of instructional expertise, improvement of instructional or organizational techniques and skills and preparation of materials to enhance instructional effectiveness.

Such activities will normally occur during the time set aside for professional development activities (Article 11.3.1).

11.6.3 The total time taken for activities in Article 11.6.1 shall not exceed twenty-two (22) days in any year, except by agreement with the Employer.

11.6.4 ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) Each Employee shall produce an annual professional development plan
- (b) Employees shall submit details of proposed professional development activities to their Department Chairs at least two (2) months prior to the start date of the activity, unless special circumstances justify shorter notice.
- (c) All professional development activities shall be authorized by the appropriate Dean or designate on the basis of recommendations received from the Department Chair in consultation with their departments. Authorization shall not be unreasonably withheld, and reasons for denial shall be given in writing.

In the event there is no Department Chair, faculty may seek written support of their applications from other colleagues or the Department Chair of the most closely related Department.

- (d) On completion of the professional development activity, the employee shall submit a report describing the activity to the Department Chair, with a copy to the Dean.

11.6.5 FUNDING FOR ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) The Professional Development Committee shall publish separately the application procedures and advance notice required.
- (b) Employees shall submit requests for professional development funding to the Professional Development Committee.

11.7 ASSISTED PROFESSIONAL DEVELOPMENT LEAVE

11.7.1 A regular employee may apply for assisted professional development leave by requesting a release from a section, a portion of their workload or all of their workload for a period between six (6) to seventy-five (75) working days, during which time all wage and benefit provisions shall continue as if the employee was employed in their original work assignment.

11.7.2 A regular employee shall be eligible for assisted professional development leave after accumulation of the equivalent of three (3) years of seniority with the College since initial appointment or since completion of the most recent educational leave.

11.8 UNASSISTED PROFESSIONAL DEVELOPMENT LEAVE

- 11.8.1 Unassisted professional development leave is defined as leave of up to one (1) year, with the option to extend to a maximum of two (2) years with the consent of the Employer, during which time the employee shall not be paid. An employee shall be eligible for unassisted professional development leave after completion of the probationary period of employment with the College. The employee shall return to the position held at the time of the start of the unassisted leave upon completion of the leave period.
- 11.8.2 Application for such leave shall normally be made to the Employer at least six (6) months before the intended start date, although this requirement may be waived under exceptional circumstances. A request for extension to the unassisted leave shall be made in writing at least three (3) months prior to the expiry of the leave.
- 11.8.3 The employee shall be responsible for the full cost of health, welfare and pension benefits, and shall make the necessary arrangements with the Employer to ensure their maintenance.

11.9 ASSISTED EXCHANGE LEAVE

- 11.9.1 Assisted exchange leave is defined as leave with full pay and benefits whereby qualified faculty, with consent, is exchanged with faculty similarly qualified from another institution for a period up to one (1) year. The Employer will encourage and facilitate such exchanges whenever they are judged to be in the interests of the College and the employee.
- 11.9.2 Faculty exchanges are viewed as professional development activities, rather than concessions or awards to employees.
- 11.9.3 An employee on exchange at another institution shall remain an employee of the College for the purposes of Union membership, basic compensation and employee benefits, but will agree to the working conditions of the host institution while on exchange; similarly, incoming exchange faculty remain employees of their own institution but agree to the working conditions of the Employer while on exchange at the College.
- 11.9.4 The following are the basic procedures to be used for implementation of faculty exchanges:
- (a) Before a faculty exchange can occur, the relevant department in conjunction with the Dean/designate must approve the assignments and periods of exchange for both the employee and new employee concerned, normally at least four (4) months in advance of the exchange. The Union shall be advised of the outgoing and incoming faculty.

- (b) For the purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
- (c) Formal evaluation of performance of the employee on exchange will be deferred.
- (d) Specific professional development projects will not be required of employees on exchange, although a period of professional development may be included in the exchange assignment.
- (e) A report to the Department and to the Dean or designate on the experiences while on exchange shall be required of all employees returning from exchange. The character of this report shall be established by the employee, the Department and the Dean or designate as part of the determination of the assignment.
- (f) The process of selecting exchange employees from other institutions should be similar to that for faculty appointments to the College. A review of credentials will be required along with an alternative to a personal interview by the host department of the College if a personal interview cannot be arranged.
- (g) The Employer shall disseminate information on faculty exchange possibilities and shall provide the Union with the information.

11.9.5 Should an exchange prove unsatisfactory, or fail altogether, for any reason, from the viewpoint of the College or the visiting employee, then the College employee on assisted exchange leave shall not be held in any way responsible for any expenses or problems occasioned by this failure.

11.9.6 Leave granted under this article shall not exceed two (2) years.

11.10 SECONDMENTS

11.10.1 An employee shall be granted part or full-time release for secondment, for a period not exceeding one (1) year, with the possibility of an extension for a further period not to exceed one (1) year. This release shall be subject to the reasonable and bona fide curriculum and scheduling requirements of the Employer.

11.10.2 An employee granted the release shall continue to receive full salary and benefits from the Employer.

11.10.3 The College shall arrange for reimbursement of the full cost of salary and benefits.

11.10.4 The employee shall continue to accrue seniority equal to the seniority that would have accrued had the secondment not occurred.

11.11 OTHER LEAVES

- 11.11.1 Leave of absence may be granted an employee without pay for a period not exceeding two (2) calendar years. An employee applying for such leave shall apply in writing at least four (4) months prior to the leave commencement date. In extenuating circumstances, the four- (4) month's notice may be waived.
- 11.11.2 Employees granted a leave of absence shall provide the Employer with six- (6) month's notice of his or her intention to return to work.

11.12 GENERAL PROVISIONS - ALL LEAVES COVERED BY SECTION 11

- 11.12.1 Any employee or group of employees applying for assisted leaves of any type, shall do so on the understanding that they return to the employ of the College for a period of not less than the term of the leave, or one (1) year, whichever is less. In the case of assisted leaves, failure to do so will require the employee to reimburse the Professional Development Fund for all salary and other benefits paid during the term of the leave.
- 11.12.2 On return from leave, the employee will be returned to the same centre or campus and position as at the point of taking leave and with the applicable salary and benefits.
- (a) An employee granted any type of professional development leave will be required to maintain contact with the Employer and, where leaves have been approved by the Professional Development Committee, to provide such information as will allow the Professional Development Committee to determine whether or not the conditions of the leave are being met. Further, the employee, upon return, will be required to submit a report on the activity to the Professional Development Committee.

An employee who defaults on these conditions may have the professional development leave revoked.

11.13 LEAVE DURING PROBATION PERIOD

An employee commencing any leave during the probation period will be required to complete the unexpired portion of the probation upon returning to work.

11.14 ELIGIBILITY FOR SALARY INCREMENTS DURING A LEAVE

An employee on leave of absence with pay shall be eligible for any salary increments as they occur during the leave of absence. The granting of increment for employees on leave of absence without pay shall be deferred until the employees return to their position with the college.

11.15 REFUSAL TO GRANT LEAVE

The College may refuse to grant leaves under Article 11 where such leaves would adversely affect the operation of the department or campus to an unacceptable extent. Decisions regarding such refusals shall be made in consultation with the affected employee and such refusals shall not extend beyond one academic year.

12. HEALTH AND WELFARE BENEFITS

The Employer agrees to continue the following for the duration of this Agreement, and no changes will be put into effect unless mutually agreed between the Employer and the Union. The College cannot be held responsible for the rejection of any claim(s) by the insurers.

12.1 B.C. MEDICAL SERVICES PLAN

12.1.1 All regular employees shall participate in the B.C. Medical Services Plan on the first day of the month following their appointment. The College shall pay one hundred percent (100%) of all premiums.

12.1.2 Sessional employees who are full-time with appointments for a minimum of four (4) months shall participate in the B.C. Medical Services Plan. The College shall pay one hundred percent (100%) of the monthly premiums.

12.1.3 Sessional employees who are half time or more and who are hired for a minimum of four (4) months shall participate in the B.C. Medical Services Plan. The College shall pay the proportion of the premium that is the same as the employee's work assignment.

12.1.4 Employees who have equivalent coverage elsewhere must exclude themselves from participation in one of the plans.

12.2 EXTENDED HEALTH CARE PLAN

12.2.1 All regular employees shall participate in the Extended Health Care Plan on the first day of the month following their appointment. The College shall pay one hundred percent (100%) of the monthly premiums.

12.2.2 Sessional employees who are full-time with appointments for a minimum of four (4) months are entitled to participate in the Extended Health Care Plan. The College shall pay one hundred percent (100%) of the monthly premiums.

12.2.3 Sessional employees who are half-time or more and who are hired for a minimum of four (4) months are entitled to participate in the Extended Health Care Plan. The College shall pay the proportion of the premium that is the same as the employee's work assignment.

12.2.4 The Extended Health Care Plan shall be sustained for the employees described in Article 12.2.1 to Article 12.2.3 and their dependents at the following level:

- (a) 100% reimbursement for hospital, professional and medical care and prescription drugs in accordance with the benefits policy;
- (b) Vision care including eyeglasses and contact lenses in the amount of Five Hundred Dollars (\$500.00) every twenty-four (24) months.
- (c) Additional Out-of-Province coverage shall be purchased as required for employees who are away on secondment or College business beyond the term of coverage of the College plan.

12.3 DENTAL PLAN

12.3.1 All regular employees, and sessional employees with full-time contracts that are four (4) months or longer, shall participate in the Dental Plan. The College shall pay one hundred percent (100%) of the monthly premiums for employees and dependents.

12.3.2 Sessional employees with part-time contracts, that are half time or more and at least four (4) months in duration, are eligible to participate in the Dental Plan. The College shall pay the proportion of the premiums that is the same as the employee's work assignment.

12.3.4 The Dental Plan shall be sustained at the following level:

- (a) Basic Treatment 100%;
- (b) Major Treatment 80% to an annual maximum of \$2000;
- (c) Orthodontic Treatment 50% to a maximum of \$2000 per person lifetime limit.

12.4 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

12.4.1 All regular employees and sessional employees with full-time contracts that are four (4) months or longer in duration shall participate in the Group Life Insurance plus Accidental Death and Dismemberment Insurance. Group Life Insurance shall provide a benefit level of three times (3X) the annual salary of the employee to a maximum of \$300,000.00.

12.4.2 Regular part-time employees and sessional employees with appointments which are half-time or more and four (4) months or more in duration shall participate in Group Life Insurance and Accidental Death and

Dismemberment Insurance. The College shall pay the proportion of the premiums that is the same as the employee's work assignment.

- 12.4.3 When employees leave the employ of the College, they may arrange with the carrier for the conversion of their policy to a personal plan.

12.5 BENEFITS FOR SESSIONAL EMPLOYEES LESS THAN HALF-TIME AND/OR LESS THAN FOUR (4) MONTHS

Sessional employees who are appointed less than half-time and/or less than four (4) months shall receive five percent (5%) on all wages in lieu of benefits.

12.6 OPTIONAL INSURANCE

Eligible employees who choose to participate in any optional insurance plans offered by the College will pay one hundred percent (100%) of premiums. A normal conversion privilege will be provided within thirty-one (31) days after termination of, or retirement from, employment. The employee shall be responsible for the payment of any premiums arising from the conversion.

12.7 PENSION AND RETIREMENT PROVISIONS

- 12.7.1 All new employees must participate in the College Pension Plan as described in the Pension (College) Act. The College will contribute to the cost of such coverage to the extent described by the Plan.
- 12.7.2 A new employee already in receipt of a pension under the BC Pension Plans, or a recognized pension plan from BC or another Province, may waive the right to enrolment in the College Pension Plan.

12.8 REGISTERED RETIREMENT SAVINGS PLAN

The Employer shall deduct, on behalf of any employee who makes written application, any amount requested, which will be placed in the Registered Retirement Savings Plan selected by the College. The employer shall ensure that such payments are deducted before taxes.

12.9 WORKERS COMPENSATION CLAIMS AND BENEFITS

- 12.9.1 All employees shall be covered by the Workers' Compensation Act. No employees shall have their employment terminated as a result of absence from work due to a compensable accident.
- 12.9.2 Pending implementation of payments by the Workers' Compensation Board on an insurable claim, the employee shall continue to receive the full pay and benefits described in this Agreement.

- 12.9.3 If the employee is compensated by the Workers' Compensation Board for any period of time for which wages are paid by the Employer, the Employee shall arrange to reimburse the Employer for such monies received from the Workers' Compensation Board.
- 12.9.4 During the period an employee is receiving Workers' Compensation benefits, the Employer shall continue to pay all required premiums for pension, and health and welfare benefits in order to maintain the employee's benefit coverage.
- 12.9.5 An employee who is declared totally and permanently disabled by the Workers' Compensation Board, and who cannot return to employment, will cease to be covered by the benefits no earlier than two (2) years after the date that the disability began.

12.10 BENEFITS UPON RETURNING TO WORK

Employees returning to work without a break in service shall be entitled to all benefits on their first day of re-employment.

12.11 EMPLOYEE'S RESPONSIBILITY

It is understood that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans.

12.12 PROVISION OF INFORMATION ON POLICY CONTRACTS

Copies of the actual policy contracts will be kept on file in the Office of the Bursar. Upon reasonable notice, access to these policy contracts will be granted to authorized representatives of the Union. The College and the Union will make every reasonable effort to provide information regarding the benefit plans to any employee.

12.13 SUBROGATION

Employees who receive sick leave benefits as a result of an injury for which they also receive wage loss payments from the Insurance Corporation of British Columbia must reimburse the College for the wage loss payments received from I.C.B.C. for the same time period as covered by the sick leave. In such cases, the employee shall be re-credited with the sick leave benefits.

12.14 CANADA SAVINGS BONDS

The College shall arrange payroll deductions for Canada Savings Bonds upon receipt of instructions from the employee.

13. REGULARISATION AND JOB SECURITY

13.1 CREATION OF REGULAR POSITIONS THROUGH AUTOMATIC CONVERSION

13.1.1 An employee who has been employed with a workload of fifty percent (50%) or greater for two (2) consecutive years shall be regularized.

An employee who is regularized, and who has served two (2) years of service with the College, will receive an immediate service increment at the date of regularization.

13.1.2 PROBATIONARY PERIOD FOLLOWING REGULARIZATION

An Employee who is regularized, and who has served two (2) years of service with the College is deemed to have served his or her probationary period.

13.1.3 A sessional employee hired to replace a regular employee on leave of absence accumulates seniority but does not accumulate service towards regularization.

13.2 NEW COURSE OFFERINGS

13.2.1 When new or additional courses are offered, the right of first refusal shall be given first to qualified employees on the recall list and then to other existing, qualified, part-time employees. Seniority shall be the deciding factor when disputes arise which can be resolved in no other way.

13.2.2 New or additional work assigned to regular employees that is of four- (4) month duration or longer will be considered to be an addition to the employee's regular appointment.

13.2.3 New or additional work assigned to regular employees that is less than four- (4) month duration will be considered a sessional appointment.

13.3 QUALIFICATIONS OF EXISTING EMPLOYEES

In the event an employee has successfully completed a probationary period or has been regularized through the processes described in this Agreement, the employee shall be deemed qualified for the position held.

14. SALARIES

14.1 SALARY SCALE

14.1.1 The salary scale is attached hereto and known as Appendix D.

14.2 PLACEMENT ON SALARY SCALE

14.2.1 PLACEMENT CRITERIA

An employee's placement on the salary scale shall be determined by taking into consideration:

- (a) Qualifications at time of hiring;
- (b) Prior years of relevant work or teaching experience;
- (c) Number of years at the College;
- (d) Additional qualifications earned while employed at the College.

14.2.2 QUALIFICATIONS AT THE TIME OF HIRING

- (a) The minimum placement upon hiring shall be Step Eleven (11).
- (b) Additional steps shall be awarded as follows:
 - (i) one (1) step for a Masters degree directly related to the discipline to be taught;
 - (ii) two (2) steps for a Doctoral degree directly related to the discipline to be taught, or one step for a doctoral degree when a masters degree is also held;
 - (iii) one (1) step for a valid teaching certificate, or successful completion of the Provincial Instructor's Diploma Program, or accreditation as a technician or technologist;
 - (iv) one (1) step for any additional trade qualifications when required for the position.

14.2.3 PRIOR YEARS OF WORK OR TEACHING EXPERIENCE

Additional steps shall be awarded as follows:

- (a) one (1) step for each full year of teaching, librarianship, counselling, or directly related work experience in a college, technical institute, vocational school or university where the work is directly related to the duties to be performed for the College;

- (b) one (1) step for each two (2) years of directly related work experience in an educational institution, other than a post secondary institution, or at a workplace where the work performed is at a post-certification level and directly relates to the duties to be performed for the College;
- (c) one (1) step for each year of full-time post-doctoral research experience in a field directly related to the duties performed for the College.

14.2.4 SUBMISSION OF DOCUMENTATION FOR INITIAL PLACEMENT

- (a) The onus is on the prospective employee to submit all required documentation for initial placement on the salary scale prior to appointment.
- (b) Initial placement on the salary scale shall be determined, according to the above guidelines, by Human Resources and verified by the Dean of designate.
- (c) In the event that any formal qualifications require evaluation for equivalency then a sub-committee of Labour/Management will be struck to decide on appropriate equivalency.
- (d) The Union shall be advised of the names and initial placement of all employees upon confirmation of employment.
- (e) Faculty will be advised in writing of their initial placement on the salary scale. If there is disagreement with the application of the placement criteria, written notification should be forwarded to Human Resources within sixty (60) days for the matter to be reviewed. Changes resulting from a review will be rectified by adjusting the initial placement on the salary scale and shall be retroactive to the date of appointment.

In the event of an error in the initial placement on the salary scale, discovered and documented within a period of one (1) year of the initial placement, by either the College or the faculty involved, adjustment of the placement shall occur, retroactive to the date of appointment.

14.2.5 MAXIMUM INITIAL PLACEMENT - NEW EMPLOYEES

- (a) The maximum initial placement for new employees shall be Step Five (5) on the salary scale.
- (b) In the event that recruitment difficulties are encountered and the hiring of a particular individual is considered to be important to a program, but the salary established by initial placement is unacceptable, up to two (2) additional steps may be applied at the recommendation of the Selection Committee and with prior discussion with the Union and approval of the College President.

14.2.6 SESSIONAL AND CASUAL EMPLOYEES

The salary scale and placement procedures shall apply to sessional and casual employees, to a maximum of Step Eight (8).

14.2.7 SERVICE INCREMENTS

- (a) All Regular employees shall advance one step on the salary scale after completion of each year of service.
- (b) In the event that an employee is on leave without pay the increment will be delayed for the period of absence. Increments will not be delayed when the purpose of the leave is related to the employee's normal duties, responsibilities or professional development and shall be considered approved at the time the leave is granted.
- (c) In the case of absence due to illness, no change in increment date shall be made except when the absence is for more than one hundred and twenty (120) working days.
- (d) Leaves of absence with pay shall not result in a delay of annual increments.

14.2.8 ADDITIONAL ADVANCEMENTS ON THE SCALE

- (a) Employees may apply to advance one (1) step on the salary scale per annum following completion of professional activities such as the following:
 - (i) one (1) increment for completing a Masters degree directly relating to the discipline being taught;
 - (ii) two (2) increments for completing a Doctoral degree directly relating to the discipline being taught, or one (1) increment for a Doctoral degree when a Masters degree is already held;
 - (iii) one (1) increment for completion of an approved professional program equivalent to 1 or 2;
 - (iv) one (1) increment for accreditation as a technician or technologist such ASTTBC or equivalent;
 - (v) one (1) increment for completing the Instructor's Diploma or Teacher's Certificate.
- (b) Application for an additional step in recognition of the completion of professional activities not covered in Article 14.2.8(a) may be made to a sub-committee of the Labour management Committee to be established for this purpose. A copy of the request shall be forwarded to the appropriate Dean or designate.
- (c) The increment(s) shall be granted effective the first day of the month following submission of documentation as evidence of completion of the professional activities.

14.3 PAYMENT OF SALARY

14.3.1 Regular employees shall be paid an annual salary as determined by Appendix D. The salary shall be paid in biweekly instalments equal to one twenty sixth (1/26) of the annual salary.

Sessional and casual employees shall be paid a biweekly amount pro-rated to the actual time worked.

14.3.2 Where the salary increases during the year, the salary for the period remaining in the academic year shall be paid in equal instalments of the revised annual entitlement.

14.3.3 Employees who commence or terminate employment during the academic year shall have their total remuneration pro-rated on the basis of their completed workload.

14.3.4 The Employer will deposit the employee's pay cheques in an account at a financial institution designated by the employee.

14.4 PAYMENT FOR PREPARATION OF COURSES NOT TAUGHT

If sessional employees have prepared a course which they have been assigned but have not taught within the previous two (2) years, and for which they have not been provided paid development time, they shall be paid fifteen percent (15%) of the intended course contract should the College cancel the course.

15. PROTECTION OF EMPLOYEES

15.1 EMPLOYEE ASSISTANCE PROGRAM

The college agrees to maintain an Employee Assistance Program.

15.2 NO DISCRIMINATION

The parties agree that the provisions of the Human Rights Act of British Columbia related to employment shall apply as though included in, and forming part of, this Agreement.

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

The Employer further agrees that it will not discriminate against any person who is authorized to act on behalf of the Union for carrying out duties proper to these positions.

15.3 SEXUAL AND PERSONAL HARASSMENT

All faculty have the right to work in an environment free from sexual and personal harassment.

15.3.1 SEXUAL HARASSMENT

Notwithstanding the definition(s) of harassment that may appear from time to time in the College's Sexual Harassment Policy, for the purposes of this article, sexual harassment includes:

- (a) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- (b) unwanted physical contact such as touching, patting, pinching or punching, or
- (c) implied or expressed promise of reward for complying with a sexually oriented request, or
- (d) implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (e) sexually oriented literature or pornographic material when presented outside the norms of academic discourse and investigation, or
- (f) sexually oriented remarks or behaviour, which may reasonably be perceived to create a negative environment for work and study.

15.3.2 ACADEMIC FREEDOM RELATED TO SEXUAL HARASSMENT

Neither the College Policy nor any definition of sexual harassment defined in Article 15.3.1 limits a faculty member's right to present sexually explicit material, sexually oriented literature or pornographic material within an appropriate academic context subject to the norms of academic discourse and investigation.

15.3.3 PERSONAL HARASSMENT

Notwithstanding the definition(s) of personal harassment that may appear from time to time in College policies and procedures for dealing with personal harassment, personal harassment includes:

- (a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching or punching, or

- (b) unwelcome behaviour or comment that is directed at, or offensive to, any employee that demeans, belittles, causes personal humiliation or embarrassment to that faculty member or any other employees, or
- (c) implied or expressed promise of reward, or threat of reprisal, or the denial of the opportunity for refusal to comply with a request that is unrelated to a faculty member's assigned duties, or
- (d) the improper use of power or authority to endanger a faculty member's job, threaten the economic livelihood of the faculty member, or in any way interfere with or influence the career of such a faculty member. This includes misuse of power such as intimidation, threats, blackmail or coercion.

Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment.

15.3.4 PROCESSING OF HARASSMENT COMPLAINTS

- (a) Employees may process harassment complaints either through the Grievance Procedure (Article 5) or the appropriate College policy. However, when the Grievance Procedure is invoked, use of the College's Harassment Policy is precluded.
- (b) Nothing in this article shall preclude an employee from filing a harassment complaint under the Human Rights Act.
- (c) An employee who chooses to file a complaint in accordance with the College's Harassment Policy, and does not achieve a satisfactory resolution, may file a grievance and normal time limits shall be waived. The employee may commence the grievance at Step 2 in the Grievance Procedure if he/she wishes.
- (d) All participants in the course of investigating a complaint of harassment shall have due regard to the privacy and confidentiality of any and all persons involved in the complaint.

15.3.5 HARASSMENT COMPLAINTS FILED THROUGH THE GRIEVANCE PROCEDURE

Complaints processed through the grievance procedure shall be subject to the following:

- (a) In the event the person who is the subject of the complaint is the management representative at any step of the grievance procedure, or if the employee has reason for going to an administrator other than the immediate supervisor, the Union, in consultation with the Employer, will identify another appropriate management representative.

- (b) An arbitrator, in the determination of a complaint of harassment, shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- (c) Where the complainant and the person who is the subject of the complaint are both members of the Union, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.
- (d) Information relating to the grievor or alleged harasser's personal background or lifestyle shall not be admissible during the grievance or arbitration process and shall not be used as the basis for a judgment or decision.
- (e) Time limits shall be waived for grievances filed under this Article.

15.3.6 UNION REPRESENTATION FOR FACULTY

- (a) Faculty against whom a complaint has been filed shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews and hearings where the member's presence is requested.
- (b) A faculty member who is a complainant has the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

15.4 TECHNOLOGICAL CHANGE

15.4.1 DEFINITION OF TECHNOLOGICAL CHANGE

For the purposes of this Agreement the term "technological change" shall be understood to mean changes in the manner in which the Employer carries out educational operations, delivery and services where such change or changes significantly affect the terms and conditions or security of employment of members of the Union or alter significantly the basis on which this Agreement was negotiated.

15.4.2 Such changes as anticipated above shall include, but not be limited to:

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

- (b) A change related to the introduction of this equipment, material or process, in the manner in which the Employer carries out its educational objectives and operations.
- (c) A change in work methods, organization, operations, or processes which would result in the layoff or reduction in workload of one or more employees.
- (d) A structural change in the mode of instructional delivery.

15.4.3 When the Employer intends to introduce a technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty (120) calendar days before the introduction of a technological change is intended, with a detailed description of the change it intends to carry out disclosing the anticipated impact on employees.

15.4.4 This notice mentioned above 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 change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.

15.4.5 NOTICE TO AFFECTED EMPLOYEES

The notice mentioned in Article 15.4.3 and the information specified in Article 15.4.4 shall also be given to the faculty who will be affected by the technological change.

15.4.6 CONSULTATION

Where the College has notified the Union of the intention to introduce technological change(s), the College and the Union will undertake to meet within thirty (30) calendar days of giving notice, to hold constructive and meaningful consultation in an effort to minimize any adverse effects of technological change on employees.

15.4.7 **OPTIONS IN THE EVENT OF ELIMINATION OF A POSITION THROUGH TECHNOLOGICAL CHANGE**

- (a) In the event that the College implements technological change as defined in Article 15.4.1 and Article 15.4.2, following the one hundred and twenty (120) calendar day notice period, the College will:
 - (i) offer the employee an existing, equivalent, vacant position provided the employee is qualified in accordance with the selection criteria for the position, or
 - (ii) the employee shall be given the option of selecting either:
 - 1. severance, as defined in Article 6.7 of this Agreement, or
 - 2. layoff and having his/her name placed upon the recall list, and then being subject to the full recall and displacement rights as defined in Article 6.6.5 of this Agreement.

- (b) During the period of employment between notice of reduction on account of technological change and reduction taking effect, employees shall retain their level of earnings regardless of any transfer or reduction of duties performed by the employee.

15.5 COPYRIGHT

- 15.5.1 When an employee is assigned by the Employer to develop instructional materials, copyright law provides that the ownership of copyright of these materials rests with the Employer. Recognizing that the potential for royalties is strong motivation to authors and creators of innovative instructional materials, the College shall not unreasonably withhold a request for copyright to be released to the author(s). The College shall retain the right in perpetuity and without penalty to use the materials in any way it sees fit, providing authorship is acknowledged.

- 15.5.2 For the purposes of this Agreement, copyright material shall include but not be limited to written material, artistic material, software, video or audio tapes, training aids, audiovisual materials or test equipment.

- 15.5.3 Notwithstanding the provision outlined in Article 15.5.1 for the transfer of copyright, the College may under special circumstances require that a percentage of royalties paid to, for, or on behalf of the author be paid to the Employer to defray a portion of the costs of the development or production of materials. The amount to be recovered, to a maximum of ten percent (10%) of royalties received, will be a matter for negotiation between the College and the author at the time that copyright is ceded.

If the event the College considers that the nature of the materials being developed reasonably justifies an expectation of more than ten percent (10%) of any royalties earned by the author(s), then at the time the

assignment is made, the College shall negotiate with the author(s) the maximum percentage of royalties payable, and these shall not exceed the original development costs.

- 15.5.4 In the event creation of the materials has not been assigned by the Employer and no College space or equipment has been used, both ownership and copyright shall rest with the employee.

15.6 PATENTS

15.6.1 The development of patentable inventions or discoveries is not the primary purpose of the research activities of the faculty. However, it is recognized that certain patentable inventions and discoveries may result from such work. To provide incentive for the development and utilization of discoveries arising out of research performed for the Employer, with the assurance that such inventions will not be used in a manner contrary to public interest, it is agreed that:

- (a) The employee shall share with the Employer a proportion of the royalties derived from such patents, up to a maximum of ten percent (10%), when the activities that led to a patentable invention are part of the work for which the Employer has paid the employee, or the activities involved the use of any College space or equipment.
- (b) In the event the patent has derived from activities outside the work performed for the Employer, and no College space or equipment has been used, both ownership and copyright shall rest with the employee.

15.7 EXEMPT AND SAVE HARMLESS

The Employer agrees to:

- 15.7.1 exempt and save harmless each employee from any liability action arising from the proper performance of their duties for the Employer; and
- 15.7.2 assume all costs, legal fees and other expenses arising from such action; and
- 15.7.3 provide advance notice to those employees who may be affected by an investigation, inquiry or complaint under this Article as soon as the College becomes aware; and
- 15.7.4 Provide full disclosure to potentially affected employees and former employees of all matters concerning a liability action under this Article, subject to the legislation pertaining to the Freedom of Information and Protection of Privacy Act.

15.8 HEALTH AND SAFETY

15.8.1 PREAMBLE

A healthy and safe work environment is beneficial to all, and only possible with the commitment and cooperation of the College, the Union and the employees.

Accordingly, the parties agree that any applicable Federal or Provincial legislation or regulations dealing with occupational health and safety shall be fully complied with and that the resources will be made available to achieve such compliance.

15.8.2 COLLEGE OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to establish and maintain a College-wide Occupational Health and Safety Committee, composed of equal representation from the Employer, the Union and the Canadian Union of Public Employees, Local 3479. The Committee will meet as required to consider any matters pertaining to occupational health and safety, and especially to make recommendations on unsafe or dangerous conditions with the aim of preventing or reducing risk of occupational injury or illness.

A copy of the minutes of the Occupational Health and Safety Committee shall be sent to the Employer, the Union, Canadian Union of Public Employees, Local 3479 and to the Workers' Compensation Board via the Ministry responsible for post secondary education.

15.8.3 LOCAL SAFETY COMMITTEES

- (a) There shall be a Safety Committee in each College Region composed of equal representation from the Employer and both Unions, plus representation from the Student Association.
- (b) The Safety Committee shall normally hold monthly meetings to consider all local issues related to safety in the workplace, and shall attempt local remediation of problems where possible, as well as bringing wider or more serious concerns to the attention of the College Occupational Health and Safety Committee.

15.8.4 INDUSTRIAL FIRST AID REQUIREMENTS

- (a) The Employer and the Union agree that the first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to obtain or renew a Survival or Industrial First Aid Certificate, all costs shall be borne by the Employer.

15.8.5 OCCUPATIONAL FIRST AID CERTIFICATE PREMIUM

A monthly premium shall be paid to employees who are required by the College to hold an Occupational First Aid Certificate. The premiums shall be as follows:

Certificate Grade Required	Monthly Premium
3	\$55.00
2	\$45.00
1	\$35.00

15.8.6 WORKPLACE VIOLENCE

The Employer and the Union agree to abide by all regulations concerning the prevention of violence in the workplace.

No employee shall be disciplined for refusing to work where the employee perceives that they are at risk of injury due to violence. Violence means the attempted or actual exercise by a person of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives the worker reasonable cause to believe they are at risk of injury. Such incidents shall be reported immediately by the employee to the appropriate administrator.

15.9 ACADEMIC FREEDOM

Academic freedom includes the freedom to express views, to encourage and engage in discussion and to criticize ideas. Academic freedom carries with it the duty to use the freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge.

Academic freedom cannot be used as a defence to promote hatred of any individual or group of persons, or to defend against such unlawful activity as personal and sexual harassment.

The Employer shall not infringe or abridge academic freedom of employees in teaching, carrying out research and publishing the results thereof. Materials used shall conform to acceptable societal norms.

15.10 SAFER CAMPUSES

The parties agree to maintain a Safer Campuses Committee.

15.11 TRANSFER EXPENSES

- 15.11.1 Employees shall be considered as transferring when the College relocates them from one College centre or campus to another College centre or campus located more than sixty (60) kilometres distant. In the application of this Article, Campbell River and the Comox Valley shall be considered as one geographic region. The College shall reimburse an employee so transferred for actual expenses of moving household goods and possessions.
- 15.11.2 If the transfer is at the request of the employee or as the result of a displacement, no transfer allowances will be paid by the Employer.

15.12 CONFLICT OF INTEREST

- 15.12.1 Conflicts of interest include situations where an employee's personal and private affairs or financial interests conflict with the employee's duties or responsibilities or obligations.
- 15.12.2 Employees shall be free to undertake other forms of employment provided these do not compromise, conflict with or impair their duties, responsibilities or obligations to the College. Full-time employees shall disclose to the College the nature of any non-College employment in which they are engaged.
- 15.12.3 Where an employee considers that a conflict of interest exists, the employee shall notify the Employer in writing.
- 15.12.4 In potential conflict of interest situations, the administrator responsible shall review the situation and, in consultation with the employee, shall attempt to determine whether or not a conflict of interest actually exists. Conflict of interest situations shall be mutually resolved with the employee whenever possible and the employee may request the presence of a Union representative at such discussions. In the event that the manner cannot be resolved in this way, the issue will be referred to the appropriate Dean who will make a determination and prescribe a course of action.

15.13 JOB SHARING

The Employer and the Union agree that some employees may find job sharing desirable, however, the Employer and the Union are committed to maintaining full-time positions where such positions exist. Accordingly, proposals regarding the sharing of work will only be considered when one regular, full-time position is shared equally between two employees, resulting in two 50% positions.

- 15.13.1 The affected employee shall indicate in writing the reason for the request including the hours and days of the week the employee wishes to share, and with whom the employee contemplates the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated start of a normal work term.

- 15.13.2 The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position. In the event there is more than one qualified employee who wishes to engage in job sharing, seniority shall be the deciding factor.
- 15.13.3 Where the request is approved, the President shall provide each employee with a letter covering the terms and conditions of the Job Sharing arrangement.
- 15.13.4 Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.
- 15.13.5 The Job Sharing arrangement shall be for an initial period of one (1) year, with an option of a one-time extension of one (1) additional year.
- 15.13.6 When one party requests termination of the job-sharing arrangement, then the job sharing arrangement shall be abandoned and the position revert to its original status.
- 15.13.7 The salary for the position shall be based on the instructional assignments worked by each employee and shall be paid accordingly.
- 15.13.8 Vacation and paid sick leave entitlements shall be pro-rated to the work assignments of each employee.
- 15.13.9 Employees in a job sharing arrangement will receive the health and welfare benefits appropriate to their workload assignments, as described in Article 12.

15.14 PROVINCIAL ARTICULATION

The Employer will cover expenses for one Employee in each discipline, where provincially approved articulation meetings are held, to attend one (1) meeting per year.

15.15 EMPLOYER INITIATED UPGRADING

- 15.15.1 In the event that the College requires an employee, as a condition of continued employment, to upgrade qualifications in order to meet changing program needs, and the training involved does not result in a substantial change in the employee's instructional assignment, the College shall normally pay one hundred percent (100%) of the direct costs associated with the training. Training time for this purpose may be deducted from the annual professional development allocation of twenty-two (22) days, up to a maximum of fifty percent (50%) of the annual allocation.

15.15.2 Employees who are required by the College to obtain the Provincial Faculty member's Diploma as a condition of continued employment shall have one hundred percent (100%) of direct costs reimbursed by the Employer. Training time for this purpose may be deducted from the annual professional development allocation of twenty-two (22) days.

Faculty seeking this credential for purposes of their own professional development should apply to the Professional Development Fund as outlined in Article 11 of this Agreement.

15.16 MOVEMENT OF FACULTY BETWEEN FACULTY AND ADMINISTRATIVE POSITIONS

(a) In the event that regular faculty members of the Union apply for positions within Administration that have an instructional focus, the regular faculty members shall have priority over external applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.

For the purposes of Article 15.16 (a) Instructional focus is defined as Dean and Associate Dean (if position is created).

(b) Faculty shall cease to be a member of the Union during the period of time the administrative position is held.

(c) During the period of probation of the administrative position, faculty will be permitted to return to the faculty position formerly held and will re-establish the seniority possessed at the time of leaving the Union. This may only occur at the conclusion of the sessional contract of the replacement faculty and after three (3) months notice in writing has been given.

16. GENERAL

16.1 DUTY TO PROVIDE COLLECTIVE AGREEMENTS

The Employer shall, within sixty (60) days of the execution of the Collective Agreement, provide each member of the Union with a copy, and shall provide the Union with the number of copies it requests. The cost of printing the Collective Agreement shall be shared equally between the parties. The Employer shall provide a copy of the current Collective Agreement to prospective employees when they are hired.

16.2 WAIVER OF COURSE REGISTRATION FEES

Upon receiving a written request from a faculty member or a member of their immediate family to enrol in a credit course, the Employee shall arrange for a fee waiver subject to the following conditions:

- (a) No fee-paying students shall be displaced from a course on account of this arrangement.
- (b) The total value of courses per family in any academic year shall not exceed twelve (12) credits.

16.3 COMPUTER PURCHASE PLAN

16.3.1 The Employer will assist Regular employees through the College Computer Purchase Policy in the purchase of computers, software and peripheral equipment. The computer purchase shall be limited to four thousand dollars (\$4000.00) per employee per application. The Employer shall be reimbursed through a payroll deduction plan. The Employee shall pay at the time of purchase, ten percent (10%) of supplier price plus one hundred percent (100%) of PST, GST and delivery charges, and the remaining ninety percent (90%) shall be repaid in equal instalments over fifty-two pay periods.

16.3.2 All computer purchases shall be pre-approved by the Employer.

16.3.3 Priority shall be given to first time purchasers under this plan, the total sum of which shall not exceed one hundred thousand dollars (\$100,000) for all College employees at any time.

16.3.4 Should employment with the College terminate before a loan has been fully repaid, the unpaid balance will be deducted from any monies owing at that time. If the loan is still not fully repaid, the balance owing shall be repaid within one (1) month following the employee's departure date.

16.4 WORKING CONDITIONS

16.4.1 PARKING

The Employer shall provide staff parking near the place of employment.

16.4.2 OFFICE SPACE

The Employer shall make every reasonable effort to provide employees teaching half time or more with adequate office facilities, furnishings, equipment and necessary supplies on the campus where the majority of their courses are taught.

16.4.3 EMPLOYEE LOUNGES

The Employer shall make every reasonable effort to provide employee lounges in all major centres or campuses.

16.4.4 BULLETIN BOARDS

The Employer shall provide at all College centres and campuses bulletin board space designated for the exclusive use of the Union. The locations will be determined by mutual agreement.

16.5 COMMUNITY EDUCATION

A community education course is defined as any course offered by the College at its sole option, without the need for approval by the B.C. Ministry of Advanced Education, Training and Technology. Such courses are offered on a cost recovery basis, with separate pay scales for instruction. Such work is not covered by this Collective Agreement. At the request of the Union, the Employer and Union shall meet to determine whether specific courses rightfully belong to community education.

Faculty may teach community education courses, provided this does not conflict with a normal teaching assignment. Faculty will not be assigned community education courses as part of a teaching assignment except by mutual agreement, and shall retain the normal salaries and benefits set out in this Agreement.

16.6 TRAVEL EXPENSES

16.6.1 The Employer will provide transportation using the most cost-effective method for faculty required to travel on Employer business. Employer business will not normally include travel to and from teaching assignments at the faculty member's assigned campus/center.

16.6.2 If the Employer requests a faculty member to accept a teaching assignment in a location other than their assigned campus/center, or when they are required to travel away from their assigned campus/center on approved Employer business, transportation will be provided using the most cost-effective method.

16.6.3 Employees who have no other option than to use their own vehicles for approved travel shall be compensated at the rate stipulated in Appendix C.

16.6.4 Employees are entitled to claim reimbursement for single accommodation when required to remain overnight on College business. When possible, employees will use hotels with which the College has arranged special rates.

16.6.5 Reimbursement for meals shall be in accordance with Appendix C.

16.6.6 CHILD CARE EXPENSES

In the event that a spouse, partner or other family member is not available to provide safe child care, additional child care expenses incurred on account of overnight travel shall be reimbursed to a maximum of twenty-five dollars (\$25.00) per night, to a maximum, cumulative annual cost to the College of two thousand dollars (\$2000).

Signed this _____ day of _____, 2007

Signed on behalf of

Signed on behalf of

POST SECONDARY EMPLOYERS' ASSOCIATION

CHAIR, BOARD OF DIRECTORS

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

Jennifer Holden,
Director, Human Resources
North Island College

Bill McConnell, President,
North Island College
Faculty Association

Martin Petter,
Vice-President, Education
North Island College

Appendix A: Department Chair Job Description

TITLE: DEPARTMENT CHAIR

REPORTS TO: Dean or Associate Dean

DATE: November 11, 1992

1. Department Chairs in instructional areas perform regular teaching functions, and would normally have release time for administrative duties within the range of 20% to 60%. The amount of release time necessary will be determined by the Dean in consultation with the Department.
2. Department Chairs shall act independently in routine administrative matters pertaining to their program area.
3. Department Chairs assist in the identification and development of external contracts.
4. Department Chairs may, from time to time, supervise CUPE members.
5. Department Chairs may be required to facilitate across disciplines.
6. Department chairs are involved in establishing policies for the program areas.
7. Department Chairs provide work leadership to fulfill the day to day functions of the programs.
8. Department Chairs shall be elected by their peers.
9. The role of Department Chairs in the evaluation process will be negotiated by the parties under the Collective Agreement.
10. Department Chairs are responsible for ensuring departmental participation in the selection process.
11. Department Chairs do not have a role in the formal grievance procedure.
12. Department Chairs will recommend to the Dean on matters relating to vacations and short term leaves of absence within their department.
13. Department Chairs have the authority and responsibility for monitoring approved expense plans for their department.
14. Department Chairs shall advise students and the public with regards to the nature and scope of their program area.
15. Department Chairs shall participate in the recruitment of students.
16. Department Chairs shall provide input into program or service evaluation.

Appendix B: Displacement Form

SAMPLE

NOTICE TO HUMAN RESOURCES

INTENTION TO DISPLACE A LESS SENIOR EMPLOYEE

NIC/NICFA Letter of Understanding – Article 6.6.4

Faculty members must complete and return this form to the Division of Human Resources within ten (10) working days of receipt of layoff notice. Should a faculty member fail to submit the completed form, it shall be deemed the faculty member is waiving all rights to displacement.

Note: An employee may only displace in another department, division, or area of work if deemed qualified and there is no position to displace in their current department. An interview will be held to determine qualifications in accordance with Article 6.4.1(a).

NAME: _____

DEPARTMENT: _____

DECLINE RIGHTS TO DISPLACE	This is to confirm that I understand that I have the right to displace an employee with less seniority and I exercise my rights to decline to displace another employee.
_____	_____
Signature	Date

INTENTION TO EXERCISE RIGHTS TO DISPLACE IN CURRENT DEPARTMENT	This is to confirm that I will exercise my rights to displace an employee with less seniority within my department.
_____	_____
Position	
_____	_____
Signature	Date

INTENTION TO EXERCISE RIGHTS TO DISPLACE IN ANOTHER DEPARTMENT.	This is to confirm that I will exercise my rights to displace an employee with less seniority in another department. I have identified the following departments and attach an up-to-date resume for your consideration.
_____	_____
Department (1)	Department (2)
_____	_____
Department (3)	Department (4)
_____	_____
Signature	Date

If you wish to discuss your displacement options with your Union representative and a representative of Human Resources, please contact your union representative, or Human Resources. **Copy: President, NICFA**

Appendix C: Travel Expenses

Refer to the North Island College [Policy 6.02 for Travel Expenses](#), available from the North Island College website.

Travel Expense Form found on the NIC Intranet at:

http://www1.nic.bc.ca/fin_fac/finance/forms/docs/travel.xls

Stipend

A stipend of Twenty dollars (\$20.00) per day shall be paid to a faculty member who is away from home on expenses and delivering instruction in contract service or cost recovery. The stipend will be paid for each day where there is a hotel receipt.

Appendix D: Provincial Salary Scale

2007 – 2010 Common Grid				
Step	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	April 1, 2008 – March 31, 2009	April 1, 2009 – March 31, 2010
1	\$76,480	\$78,729	\$80,972	\$83,231
2	\$73,257	\$74,795	\$76,366	\$77,970
3	\$68,238	\$69,671	\$71,134	\$72,628
4	\$65,445	\$66,819	\$68,223	\$69,655
5	\$63,048	\$64,372	\$65,724	\$67,104
6	\$60,651	\$61,925	\$63,225	\$64,553
7	\$58,254	\$59,477	\$60,726	\$62,002
8	\$55,857	\$57,030	\$58,228	\$59,450
9	\$53,460	\$54,583	\$55,729	\$56,899
10	\$51,063	\$52,135	\$53,230	\$54,348
11	\$48,666	\$49,688	\$50,731	\$51,797

Instructional Assistant

Step	April 1, 2006 – March 31, 2007	April 1, 2007 – March 31, 2008	April 1, 2008 – March 31, 2009	April 1, 2009 – March 31, 2010
1	\$27.17	\$27.74	\$28.32	\$28.91
2	\$25.70	\$26.24	\$26.79	\$27.35
3	\$24.95	\$25.47	\$26.00	\$26.55

Letter of Understanding

**Between
North Island College
and the
North Island College Faculty Association**

Subject: Development of On-Line Courses

The Employer and the Union desire a successful implementation of On-Line Delivery of Courses at North Island College.

The parties agree to form a committee to consider the effects of implementation of development of on-line courses.

Consideration will be given to items including:

- Release time for course development
- Initial Offering
- Class Sizes
- Technical Support
- Technical Training
- Contract Hours and Working Week
- Selection
- Right of First Refusal to Teach
- Job Security

And any other factors identified.

The parties will submit recommendations to their respective principals by March 31, 2008.

Signed this _____ day of _____, 2007

Signed on behalf of

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

Signed on behalf of

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

Jennifer Holden,
Director, Human Resources
North Island College

Bill McConnell, President
North Island College
Faculty Association

Martin Petter,
Vice-President, Education
North Island College

Letter of Understanding

**Between
North Island College
and the
North Island College Faculty Association**

Subject: Article 9.5.3 – Calculation of Workload

Committee to Review the Calculation of Workload

The Parties agree to maintain the language of Article 9.5.1 in addition, to establish a Committee to Review the Calculation of Workload for program areas identified as follows:

1.
 - (i) Trades and Technical
 - (ii) Applied Business Technology
 - (iii) Adult Basic Education, including ABE Flex
 - (iv) Adult Special Education
 - (v) English as a Second Language
 - (vi) Tourism and Hospitality Management
 - (vii) Distributed Learning
2. The Committee to Review Workload shall be composed of a maximum of three (3) administrators and three (3) faculty representatives.
3. The Committee to Review Workload may recommend that workload be calculated using instructional units or some other measure of workload.
4. The Committee to Review Workload shall complete its review and report to the Union and the Employer during the term of this agreement.

Signed this _____ day of _____, 2007

Signed on behalf of

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

Signed on behalf of

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

Jennifer Holden
Director, Human Resources
North Island College

Bill McConnell, President,
North Island College
Faculty Association

Martin Petter,
Vice-President, Education
North Island College

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Re: Evaluation Processes

The Parties agree that an evaluation process for employees who work in positions not covered by the evaluation process in Article 7 shall be developed by the Employer and agreed to by the Union during the term of this agreement.

Further, the Parties agree to review whether the process of evaluation review for Regular and Sessional Employees as described in Article 7 can be facilitated through technological and software enhancement. The Employer agrees to research such possibility and prepare a report for review by the parties.

Signed: _____

Signed on behalf of:

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

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North Island College
Faculty Association

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Letter of Understanding
Between
North Island College
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Re: One Step Increment for Sessional and Casual Employees

Effective April 1, 2007, all Sessional and Casual Faculty shall receive a one-step increment as follows:

Sessional and Casual Faculty at Step Nine (9) shall move to Step Eight (8)

Sessional and Casual Faculty at Step Ten (10) shall move to Step Nine (9)

Sessional and Casual Faculty at Step Eleven (11) shall move to Step Ten (10)

Date: _____

Signed on behalf of:

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

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Martin Petter,
Vice-President, Education
North Island College

Letter of Understanding

**Between
North Island College
and the
North Island College Faculty Association**

Subject: Use of Article 9.7 (Course Preparation in Academic and Career Programs)

This Letter of Understanding shall only be in force for the life of this Collective Agreement.

The parties share an interest in maximizing student enrolments in College courses. One way of doing this for areas where enrolment levels are a cause for concern, may be to assign faculty to prepare up to four (4) different 3-credit courses in a given semester.

In such cases, the Dean will provide an explanation to the faculty member(s), showing how an additional preparation in a semester or semesters will address a pattern of under-enrolment in a discipline or program. The definition of under-enrolment for these purposes will follow Article 9.10.2(a) – i.e. a workload more than 25% below the maxima defined in Article 9.10.1.

Following a period of consultation, a decision will be made. In those cases where the Dean continues to believe that additional preparations are necessary, consent by the faculty member(s) involved will not be unreasonably withheld.

Notwithstanding the above, a faculty member who is teaching a new course shall not be assigned more than three (3) preparations in the first semester that the new course is taught, except by mutual agreement.

Date: _____

Signed on behalf of:

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

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Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Subject: Selection of Instructional Administrators

The College has stated its concerns about the continued inclusion of Article 15.16. 3 in the Collective Agreement. NICFA has stated its concern that its members will be denied the possibility of moving into administrative positions if this Article is removed. It is agreed between the Parties, therefore, that the operation of Article 15.16 shall be suspended while the parties explore ways to ensure that faculty and management needs are met in the hiring of instructional administrators.

To this end, a joint working group shall be established to clarify common interests and develop a process for the hiring of instructional administrators which recognizes and reflects these interests. The working group will have the following terms of reference:

- 1. Composition of the Working Group:** Two members representing faculty and two members representing the employer. The Vice President, Education will serve as non-voting chair.
- 2. Timeframe:** The Working Group will make every effort to have its recommendations ready for consideration by the NIC/NICFA Labour-Management Committee by the end of November, 2007. If further time is required, an extension to the timeline will be requested from the Labour-Management Committee. This extension shall not exceed a further six (6) months.
- 3. Process:** The following are the key steps in the process to be implemented under this LOU:
 - a. The Working Group submits a draft LOU with a rationale to the NIC/NICFA Labour-Management Committee;
 - b. The Labour-Management Committee considers the draft LOU to replace Article 15.16 in the Collective Agreement;
 - c. Following the Labour-Management Committee's deliberations, the draft LOU may be accepted or referred back to Working Group for further consideration;
 - d. Once accepted, the draft LOU will replace Article 15.16 in the Collective Agreement;
 - e. Only if the draft LOU is not accepted by the Labour-Management Committee and if and when both Parties agree that no further discussion of this issue is likely to be productive, will the suspension of Article 15.16 be brought to an end.

4. Guiding Principles:

- a. Internal applicants will be given the opportunity to receive full consideration for vacant instructional administrative positions;
- b. The College will be satisfied that a successful candidate meets all the criteria for the position in question;
- c. The selection process will be clear, inclusive and consultative.

5. Issues to be considered include:

- Composition of selection committee
- Selection committee procedure
- Selection criteria
- Consideration of internal applicants
- Consideration of external applicants
- Recommendation to President

Date: _____

Signed on behalf of:

NORTH ISLAND COLLEGE
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

Paul Whyte, Chief Bargainer
North Island College
Faculty Association

Jennifer Holden,
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Bill McConnell, President,
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Martin Petter,
Vice-President, Education
North Island College

Letter of Understanding
Between
North Island College
and the
North Island College Faculty Association

Subject: Common Faculty Professional Development Fund

Pursuant to Letter of Understanding #6 of the Common Agreement effective April 1, 2004 to March 31, 2007, the parties agree to the following:

The Common Faculty Professional Development fund process includes a committee of at least one (1) representative to a maximum of two (2) representatives elected by the Union (NICFA), and one (1) representative to a maximum of two (2) representatives appointed by North Island College.

The Committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator.

The Committee will operate on the basis of mutually agreed process and criteria established in Guidelines, which the parties will review annually, and amend as necessary.

Date: _____

Signed on behalf of:

Signed on behalf of:

North Island College Faculty Association

North Island College

Paul Whyte
Chief Bargainer
NICFA

Jennifer Holden
Director, Human Resources
North Island College

Bill McConnell
President
NICFA

Martin Petter
Vice-President, Education
North Island College

GUIDELINES

The Common Faculty Professional Development Fund is to support various types of professional development activities. Such professional development is for the maintenance and development of faculty's professional competence and effectiveness.

This fund is to be used for proposals in amounts greater than \$500 to a maximum of \$5000.

Proposals will be considered which assist faculty to remain current and active in their discipline and program and may include:

- Proposals with a scholarly activity focus
- Events or activities that realize or further the College's Education Plan
- Tuition for additional educational qualifications
- Speaking/presenting at conferences or events [including travel, registration, meals, and accommodation].
- Attending at a conference or event that supports a specific proposal.
- Events identified by a Dean, Director, or Vice-President as supporting the purpose of the Fund on a departmental, division-wide or program specific or College-wide basis.
- Proposals dependent on substitution for faculty not able to engage in regular professional development without such assistance. Such proposals will be limited to one-quarter of the funds available in any year.
- Other activities or events as may be approved by the Vice-President, Education.

The Fund is not to be used for the purchase of books, computers, software or activities not related to Professional Development, nor for fees to maintain professional association memberships (licenses, certification), or for other purchases considered to be a taxable benefit.

Eligibility

All Regular employees who have successfully completed their probation. Activities must occur while in the employ of the College.

Application Requirements

All requests must be approved prior to the professional development event/activity.

Eligible faculty should ensure that all leave requests, as applicable, are completed, and approved by the appropriate Dean prior to application.

Applications should be submitted at least thirty-(30) days in advance of the professional development event/activity to allow time to process the application.

Accessing the Fund

- Complete the application for Common Faculty Professional Development Funds
- Submit the application to the appropriate Dean and the Department Chair for information only.
- Submit completed application to the NIC/NICFA Common PD Fund Committee.

If a group of faculty wishes to access the fund, the group shall submit one form for the entire group with all of their signatures.

Funds can be requested for activities that span more than one fiscal year.

Funds can be requested for activities that require funding over multiple years.

Funds can be requested for future professional development activities that require advanced payment.

Committee Membership

There will be a maximum of two (2) administrators appointed by the College and two (2) faculty elected by NICFA. This Committee will make recommendations to the Vice-President, Education who is singularly responsible for the final approval of all applications.

Professional Development Report/Presentation

After the professional development, event/activity is completed, the employee must submit to their Dean, a written report describing the activity by the employee to their department/division. In lieu of a written report, the Dean may accept, as an equivalent, a presentation of the professional development activity by the employee to the department and/or division. A copy of the presentation will be filed with the Dean.

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