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1 BCGEU Faculty

Agreed Contract Proposals**BC Government Employees Union**

-and-

Northwest Community College

This Memorandum contains all amendments to the Local Agreement as agreed at the Local Table by the Parties. Portions of the Agreement not mentioned herein will remain unchanged.

The Parties agree to amend the Agreement as follows:

There will be an index created and maintained for this Agreement.

Agreed - 29 March 2005

Definitions

(7) **Employee** means a member of the bargaining unit and includes instructors who teach a course or in a program granting credit towards a certificate or diploma:

(a) **Regular employee** - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature; or who is employed for work which is of continuous full-time nature and which is expected to last for a six (6) month period or longer; or an employee who has an appointment which has an average workload equivalent of fifty percent (50%) or more of a full-time annual workload on a continuous or a term basis.

Agreed - 29 March 2005

(25) **Substitute Instructor** is an employee who is hired to substitute for a regular instructor on an occasional and infrequent basis such as one day of sickness.

Re-number as appropriate.

Agreed - 7 April 2005

7.4 Inter-Institutional Information

- (a) The parties recognize that the post-secondary educational opportunities in the area served by Northwest Community College are best enhanced by a co-operative, integrated plan developed through the structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners.
- (b) In order to enhance this partnership, the Employer and the Union have agreed to share information regarding the cooperative educational efforts between the College and other institutions.

Agreed - 7 April 2005

9.2 Single Arbitrator

When a party has requested that grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- (1) D. Monroe
- (2) J. Korbin
- (3) D. McPhillips
- (4) H. Laing

9.4 Language unchanged. Arbitrator - John Steeves

Agreed - 7 April 2005

10.6 Employee Appraisal Forms

The parties agree that the sub-committee on evaluation will continue to meet until March 31, 1999 with the purpose of concluding a Letter of Agreement on Faculty and Program Coordinator Evaluation processes for implementation in September 1999.

Deleted - redundant with Article 34

Agreed - 29 March 2005

12.11 Instructor's Diploma

For career advancement in related areas in the College service, where the job specification requires a bachelor's degree, the possession of a Provincial instructor's diploma may be considered.

Agreed – 7 April 2005

Article 18 Short-Term Illness & Injury and Long Term Disability

(a) Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the Common Agreement – Clause 9.3

Note: The current terms of the plans may be found at:
www.nwcc.bc.ca/about/departments/hr.htm (click on Health & Welfare)

19.14 Pre-retirement Leave

Deleted – out of date

Agreed – 7 April 2005

Article 23 Contracting Out

23.2 Northwest Community College agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the layoff off of such employees as a result of its relationship with any other educational institution.

Agreed – 7 April 2005

Article 24 Health and Welfare

Note: The current terms of the plans may be found at:
www.nwcc.bc.ca/about/departments/hr.htm (click on Health & Welfare)

24.4 Group Life and Accidental Death and Dismemberment

(a) (Last sentence only) The Employer will pay the entire premium for group life insurance for BCGEU Faculty.

Agreed – 29 March 2005

Article 26 – Payment of Wages and Allowances

26.4 Vehicle Allowance

(b) The rate of vehicle allowance shall be forty (40) cents per kilometer.

Agreed – 29 March 2005

Article 26 – Payment of Wages and Allowances

26.5 Meals, Lodging (including Mobile Lodging) and Travel Allowances

(a) Meals

Employees on travel status shall be entitled to the following allowances:

Breakfast	\$9.00
Lunch	11.00
Dinner	20.00

If the College raises the rates for meal allowances for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

(b) Lodging

Reasonable actual costs upon production of receipts, or thirty-five (35) dollars per night.

Agreed – 29 March 2005

26.14 Increments for Instructional Staff

(a) (1) New instructors shall progress one (1) increment for each year of seniority through all incremental steps of the salary schedule, with the exceptions noted below.

(2) Cross Union Appointments - Movement on the salary scale will be based on each full year of instructional employment with the College, not each full year of employment within each bargaining unit.

(b) Instructors shall progress through all incremental steps of the salary schedule.

(c) Initial Placement on Scale - See also Article 12.3 of the Common Agreement

Nothing in this Agreement shall prevent an instructor from being hired above the instructor's minimum rate to a maximum of Step BFA 4 (BFA 5 effective April 1, 2006) of the scale: normally the following criteria will be used in placing instructors on scale:

(1) Educational Credentials

A two year diploma/ON1 or equivalent - initial placement at Step BFA 10 (BFA 11, effective April 1, 2006)

An RN/Journeyman ticket/ON2 - initial placement at Step BFA 10 (BFA 11, effective April 1, 2006)

A Bachelor's Degree, CGA, CMA, CA, or Master Mariner - initial placement at Step BFA 9 (BFA 10, effective April 1, 2006)

Post Graduate Certification (e.g. a Bachelor's plus CGA, CMA, CA, Masters Degree, etc.) - initial placement at Step BFA 8 (BFA 9, effective April 1, 2006)

Note: One additional increment will be granted on initial placement to those who possess a Teaching Certificate or a Provincial Instructor's Diploma provided that they have not already been placed at Step BFA 8 based on educational credentials. (BFA 9, effective April 1, 2006)

(2) Experience

One additional step will be granted for each year of related instructional experience

One additional step for each two years of related work experience

(3) Recognition of additional educational credentials completed after initial placement

(i) Completion of the Provincial Instructor's Diploma will entitle the instructor to an additional salary increment if they do not already possess post graduate certification

(ii) Completion of post graduate certification related to the instructor's duties will entitle the instructor to one additional salary increment

(4) Notes

(i) Maximum initial placement on scale will be Step BFA 04 (BFA 5, effective April 1, 2006)

(ii) Experience credits will be recognized after the initial recognized education credential

(iii) Education credentials and experience must be directly related to the field of studies associated with the instructor's duties at the College

(iv) Fifty percent (50%) or more of a year of experience will be considered a full year in the rounding off of the total

(v) The possession of two relevant educational credentials (e.g. two relevant Bachelor degrees, a journeyman ticket and diploma, etc.) may result in an additional step on initial placement to a maximum of Step BFA 8 for education credentials (BFA 9, effective April 1, 2006)

(vi) Experience which is gained as an integral part of earning an education credential (eg. apprenticeship, practicums, work placements, etc.) will not be considered as experience for initial placement on scale

Agreed - 29 March 2005

Article 27 Classification and Reclassification

27.3 Regularization of Employees

(a) As per Article 6.1.3(b)(1) of the Common Agreement, conversion of non-regular auxiliary employees to regular status is as follows:

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

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

(b) As per Article 13.1 and Article 13.2 of the Common Agreement, no employee shall suffer any reduction or loss of salary or benefit as a result of this realignment of employee status.

(c) In the event of any disagreements in the implementation of this regularization process, referrals will be made to JADRAC under Article 6.1.5 of the Common Agreement for resolution.

Agreed - 29 March 2005

28.4 Responsibilities of Committee

(b) The Committee will specifically address the following items as it deems necessary:

The following language is deleted from the Agreement, and reletter/renumber as required:

(1) Incapacitated employees

(i) The Committee shall review cases of regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation. The Committee shall also review cases of all employees who have become incapacitated through industrial injury or industrial illness.

(ii) Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer in accordance with their agreed terms of reference.

(iii) Where the Committee is unable to decide upon recommendations for a particular case, it shall be referred to the Bargaining Principals for a final disposition.

(iv) Where necessary and available, the Committee shall engage a qualified medical practitioner as Chairperson on a voluntary basis.

Deleted

Agreed - 7 April 2005

Article 30 - Auxiliary and Substitute Employees

30.8 Annual Vacation

Auxiliary employees shall be entitled to receive vacation entitlement as applicable to regular employees on a pro rata basis to a maximum of eight (8) percent except that such entitlement will be paid in cash.

Agreed – 29 March 2005

30.9 Substitute Instructors

- (a) The Employer will advertise in each region on a yearly basis to develop and maintain a list of qualified substitute instructors available on a short term basis.
- (b) Substitute instructors will be paid in accordance with the "Substitute Hourly Rate" in the Instructor Salary Scale set out in Appendix 2.
- (c) Substitute instructors will not be covered by Article 30 (30.1 – 30.8) unless they work more than eighteen (18) class contact hours. Substitute instructors who work more than eighteen (18) class contact hours will become auxiliary employees.

Delete Letter of Intent #1

Delete Letter of Agreement – Page 90

Agreed – 7 April 2005

32.3 Instructional Workload

- (a) The actual instructional assignment of a faculty member will be developed via consultation between the faculty member and Dean or designate. This consultation will address educational and professional issues relevant to the course or program in which the faculty member will be instructing, the demands of any other approved activities in which the faculty member will be involved and related operational issues.
- (b) The following maxima contact hours and class size represent averages which will be calculated over the academic year to which the workload applies. All reasonable efforts will be made to ensure these maxima are not exceeded.

Instr Contact Hours	Class Size	Maximum Annual Contact Hours
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CCP Fundamental	25	16	900
CCP Developmental	25	20	900
CCP Instructor Led	20	20	720
Adult Special Ed	20	16	720
E.S.L.	20	16	720
Business Admin	15	40	450
Business Tech	25	25	900
Computer Tech	18	30	540
*Natural Resources	18	40	540
Trades	25	18	1025
Welding	25	16	1025
Cook Training	25	16	1025
Licensed Practical Nursing	20	24	900

* Fieldwork, clinical, practica, etc. assignments will average thirty-five hours per week over the period of supervision.

** Clinical assignments will average twenty-four hours per week over the period of supervision.

Workloads which include both instructional contact hours and fieldwork, clinical, or practical supervision will be based on a prorated combination.

Average contact hours will not be required beyond the maxima indicated above.

(c) When a new program not listed above is created, the workload will be determined with the mutual agreement of the Union and management prior to the posting of any instructional position for the new program. If mutual agreement cannot be reached, the issue will go to binding arbitration.

(d) No bargaining unit member will have an increase in workload as a result of the implementation of this article.

(e) The Union and management agree to review the present program structure of the Business Administration and Computer Technology Programs to examine the feasibility of reducing the maximum annual class-contact hours to 450 for each program. This review will be completed by December 31, 2001 for implementation in September 1, 2002.

(f) The parties agree to review existing workloads to establish a process to recognize the unique work environment for the Coastal Eco-Tourism and Wilderness Guiding programs. The parties will enter into a Memorandum of Agreement by December 31, 2001 for implementation by March 31, 2002.

(g) Maximum lab sizes shall be determined by the appropriate Dean(s), program coordinator(s) and regional coordinator(s) in consultation with the program faculty, having due regard for available facilities, course learning outcomes and program quality.

Agreed - 7 April 2005

32.8 Other Work Conditions

(a) The College shall make every reasonable effort to provide faculty with adequate support and resources for instruction, office space and furnishings, and support staff.

(b) The parties agree that should operational requirement, facility constraints or safety requirements be a factor when considering class size under Article 32, the Dean or designate will consult with the coordinator and instructor regarding the class size as appropriate.

Delete Letter of Intent #2

Agreed - 7 April 2005

Article 33 - Professional Development

33.4 Allocation

(a) The College shall allocate at the beginning of each fiscal year the amount of \$70,000 to the P.D. Fund.

(b) Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

Agreed - 7 April 2005

33.10 Professional Development Leave

(a) All regular instructors will be scheduled for ten (10) professional development days during the calendar year.

Delete Letter of Agreement dated 19 January 2003 re Article 33

Agreed - 29 March 2005

Article 33 - Professional Development**33.11 Employee Seats**

For the purposes of professional development for employees, the employer will provide two (2) employee seats per class, contingent upon physical space requirements and provided there is no additional cost to the College, except where regulations or statutes prohibit.

Delete Letter of Agreement - Page 96

Agreed - 29 March 2005

New Article 34**Article 34 - Evaluation and Skill Development**

34.1 (a) We value commitment to excellence in learning and teaching. In support of this commitment, instructor evaluations are intended to assist in the enhancement of employee performance, assist in goal setting, facilitate optimum communication and improve job satisfaction.

(b) Performance evaluation is also intended to be supportive and proactive and is not intended to replace the on-going guidance and mentoring involved in day-to-day working relationships.

34.2 Employee Evaluations

(a) Upon employment, the appropriate Dean will give the instructor information as to their duties including a written job description, the length of the probationary period, and information concerning the performance evaluation process described below.

34.3 Evaluation Timing

(a) New Instructors will be formally evaluated:

- (i) during their probationary period;
- (ii) at the completion of the second year of appointment;
- (iii) every three years subsequently.

(b) Regular employees with existing continuing appointments shall be evaluated once every three years.

(c) Notwithstanding the above time cycles, frequency of evaluation may vary:

- (i) at the instructor's request;
- (ii) if the job duties have major changes in them;

(iii) if the instructor has a poor evaluation, an evaluation will occur again in the following year.

34.4 Probationary Employees Evaluation

(a) Probationary period is defined as a full academic year for the program or in the case of a term appointment, the equivalent of two full-time teaching semesters.

(b) Any regular employee will be subject to the probationary/evaluation process.

First Semester – support growth and mentoring oriented

Step 1 The mentor is identified by the Dean in consultation with the instructor. The identified mentor will possess provincial teaching certification or a Provincial Instructor's Diploma or combination of educational and instructional experience.

Step 2 Interim student evaluation within six (6) weeks of appointment. Designated mentors will be provided with release time to perform the duties of a mentor.

Step 3 Mentor meets with the instructor two weeks after student evaluation to discuss the results and schedule class observation time. At this time, the criteria for observation shall be established.

Step 4 Classroom observation takes place within three weeks of the student evaluation.

Step 5 Reflection and feedback takes place within one week of the classroom observation. Mentor and instructor meet to discuss the results of the observations within two weeks of the observation.

Step 6 Student report on teaching (SRT) at the end of the first semester.

Step 7 Feedback on SRT. Within one week of completion the Dean will meet with the instructor to review SRT and discuss issues that need to be addressed. At this time the criteria for observation in the second semester will be established.

Second Semester – probationary evaluation will take place during the second semester of instruction. The purpose of probationary evaluation is to determine the employee's suitability to the position and will be undertaken by the employee's Dean.

Step 1 Classroom observation by the Dean within four weeks of the commencement of the semester. Where the Dean is not qualified to evaluate instruction (possess provincial teaching certification or a Provincial Instructor's

Diploma or combination of educational and instructional experience), the College in consultation with the BCGEU will make other arrangements.

Step 2 Reflection and feedback. Within one week of the classroom observation, the Dean and instructor will meet to develop an action plan relating to issues to improve and strategies for improvement.

Both parties will sign the action plan. The College will provide for any cost involved or release time to implement the action plan.

Step 3 Student report on teaching will take place before the end of the second semester.

Step 4 The Dean will provide final feedback at the end of the second semester.

Step 5 Letter to the employee from personnel stating they have successfully/unsuccessfully completed their probationary period. There may be a probationary extension if mutually agreed upon by both parties and if the results of the probationary period are inconclusive regarding suitability.

34.5 Regular Instructor Evaluation

Step 1 Three (3) methods of evaluation will be used before the end of the second semester after successful completion of probation. The instructor will be provided with the criteria for classroom observation.

- Peer appraisal (including classroom observation)
- Self appraisal
- Student appraisal

Step 2 The instructor will meet with the Dean to review the results and if necessary develop an action plan. Self, Peer and Student Appraisal Summaries will be forwarded to the instructor for the development of a personal action plan before meeting with the Dean. The College will provide for any cost involved or any release time to implement the action plan. Provisions shall be made on the employee evaluation form for the instructor's signature in one of two (2) places: one (1) indicating that the instructor has read and accepts the evaluation, and one (1) indicating that the instructor has read and disagrees with the evaluation.

The instructor shall sign in one (1) of the places provided. No instructor may initiate a grievance regarding the contents of the evaluation unless the instructor has signed in the space indicating disagreement with the evaluation. An instructor shall receive a copy of the evaluation at the time of signing and a copy will be placed in the personnel file. An evaluation shall not be changed after an instructor has signed it, without

the knowledge of the instructor, and any such unauthorized changes shall be subject to the grievance procedure of this Agreement.

In the event of an unsatisfactory evaluation, an evaluation is required one year later. If a year later, the instructor still has an unsatisfactory evaluation, the instructor will be placed on probation with a follow-up evaluation scheduled the following year. Should this evaluation be unsatisfactory, the employee may be terminated.

In the event of a perceived conflict between the Dean and the instructor, the Union will arrange with the Employer to have another Dean conduct the evaluation.

34.6 Personnel File

Unsatisfactory evaluations will remain on file until there is a satisfactory evaluation, at which time the unsatisfactory evaluation will be removed from the file.

34.7 Confidentiality

None of the documentation and evaluation results shall be made available to persons other than the instructor, the Dean, and the Director, Human Resources. Any staff member involved in the tabulation of results will sign an agreement of confidentiality.

34.8 Changes in Appraisal Tools

No changes in the appraisal tools will be made unless agreed to by the Union and Employer.

Agreed - 7 April 2005

Article 35 - Term of Agreement

35.1 Duration

This Agreement shall be binding and remain in effect to midnight, March 31, 2007.

35.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2007, but in any event not later than midnight, January 31, 2007.

(b) Where no notice is given by either party prior to January 31, 2007, both parties shall be deemed to have been given notice under this clause on January 31, 2007, and thereupon Clause 34.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the College President.

Agreed – 7 April 2005**Letter of Intent #3**

The Parties agree that for part-time and short-term instructors, the hourly calculation for wages and overtime will remain in effect until it is amended by mutual agreement.

Do not resign.

- ***Agreed – 29 March 2005***

Letter of Agreement – Page 93**Day Care**

One seat on the Advisory Committee for the Terrace Daycare to be appointed by the B.C. Government and Service Employees Union. Preferential registration for employees after students and before general public. The Advisory Committee will make recommendations on registration procedures and time lines and feasibility of guaranteed seats for College employees.

Delete – no longer relevant

Agreed – 29 March 2005

Letter of Agreement – Page 94**Instructor Aides and Lab Technicians**

Delete – no longer relevant

Agreed – 29 March 2005

Letter of Agreement – Page 95**Multi-Institutional Framework Agreement**

Delete – redundant

Agreed – 29 March 2005

Letter of Agreement – Page 103**Sub-Committees**

Delete – redundant

Agreed – 29 March 2005

**Letter of Agreement – Page 105
Office Administration Revision**

Delete – no longer relevant

Agreed – 29 March 2005

**Letter of Agreement – Page 107
Cook Training Program**

Delete – no longer relevant

Agreed – 29 March 2005

**Letter of Agreement – NEW
Workload Committee**

The parties agree to form a committee to review and revise the portions of Article 32 – Workload noted below. The committee will comprise two members from each party.

The committee will:

- Integrate all existing workload Letters of Agreement into article 32 of the Collective Agreement
- List workload for all programs not presently listed on the workload matrix in article 32
- Reach agreement on workload for Trades and Culinary Arts (Cook Training) programs.

The committee will hold its first meeting by May 15, 2005, and will complete its work before the expiration of this Collective Agreement.

If agreement is reached on individual program workloads, those workloads will be implemented immediately.

To facilitate this process, the employer will provide the committee with a list of all programs taught by BCGEU members which do not appear on the matrix and the workload for those individuals. This information will be provided by April 30, 2005.

Agreed – 7 April 2005

Letter of Agreement – NEW

New Activity Development

When a faculty member develops a new and/or unique activity, she/he shall have the first right of refusal to be assigned the activity for the first 2 years it is offered. After 2 years, the position will be posted as per the collective agreement.

Agreed - 20 April 2005

All of which is hereby agreed to this 27 day of April, 2005.

SIGNED ON BEHALF OF
BC GOVERNMENT AND SERVICE
EMPLOYEES' UNION:

[Signature]
[Signature]
[Signature]
[Signature]

SIGNED ON BEHALF OF
NORTHWEST COMMUNITY
COLLEGE:

[Signature]
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