

MEMORANDUM OF AGREEMENT

TO RENEW AND AMEND THE COLLECTIVE AGREEMENT

Between

OKANAGAN COLLEGE ("OC")

And

OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")

OC and OCFA agree to recommend these proposed terms of settlement to their respective principals as a renewal of the Collective Agreement to be in effect from April 1, 2010 to March 31, 2012 inclusive. The terms of the Collective Agreement shall be as follows:

1. The current Collective Agreement shall be amended by:
 - 1.1 All "pink sheets" previously signed off as of May 3, 2011 and appended as 'Appendix A';
 - 1.2 The Comprehensive Settlement package as signed off and appended as 'Appendix B';
 - 1.3 The Letter of Understanding Re: Implementation of New Provisions for Seconded and Attached Positions;
 - 1.4 The Letter of Understanding Re: Processes to Transition Existing Term Employees to New Accrual and Conversion Provisions;
 - 1.5 The Memorandum of Agreement regarding the Service Recognition on Retirement Allowance as signed off and appended as 'Appendix C'; and,
 - 1.6 Appending the Common Agreement as amended by the Memorandum of Settlement signed December 15, 2011.

2. Previous Conditions

All other provisions of the September 1, 2005 to March 31, 2010 Collective Agreement are to be renewed without change. The parties agree that all of the language in 13.5 of the current collective agreement is deleted and replaced with the language negotiated for the new article: "Acquisition of Right of Accrual and Conversion of Employees from Term to Continuing Appointment Within a Classification".

3. Term of Agreement

The term of the new Collective Agreement shall be for twenty four (24) months from April 01, 2010 to March 31, 2012 inclusive.

4. While not to be included in the new Collective Agreement, the Memorandum of Settlement resolving grievance FAC10/04, forms part of the terms of this settlement.

5. The final number sequences and editing of the new Collective Agreement will be confirmed by the parties prior to it being distributed.
6. All Letters of Understanding that have been negotiated or renewed shall be numbered and appended to the Collective Agreement and shall extend for the full life of the Agreement.

7. **Ratification**

The parties expressly agree that, upon the signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum and related documents to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

8. **Effective Date**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

Signed this 16 day of December, 2011.

BARGAINING REPRESENTATIVES FOR
OC:

BARGAINING REPRESENTATIVES FOR
THE OCFA:

Signed by the employer and union representatives.

APPENDIX "A"

See Pinks attached

Handwritten initials/signature

ARTICLE 3 - UNION SECURITY

3.1 Union Membership and Dues Deduction

3.1.1

OC shall inform new employees that a collective agreement between OC and the Association is in effect, and of the conditions of employment set out in sections 3.1.2 and 3.1.5 dealing with Association security and dues checkoff. OC shall ~~give all~~ **provide** new employees **with access to** ~~a copy of the current Agreement. at the time of offer of appointment.~~

3.1.2

An employee shall, as a condition of employment, complete an Assignment of Wages form providing for the deduction of Association dues, initiation fees and other charges as directed by the Association.

3.1.3

If an employee charges OC with wrongful deduction of dues or levies as per section 3.1.2, such charge shall be referred to the Association, and OC shall be under no obligation to reimburse the employee.

3.1.4

OC shall deduct from each salary payment of each employee the Association dues as determined by the Association. These dues shall be transmitted to the Association without delay.

3.1.5

Every employee shall be a member of the Association, and shall maintain his or her membership in the Association as a condition of employment, subject to Section 17 of the Labour Relations Code.

3.2 Representation

No employee or group of employees shall undertake to represent the Association at meetings with OC, the OC President, or their designates, without the proper authorization of the Association. To implement this, the Association shall supply OC with the names of its officers and their Association functions. OC shall supply the Association with the names and positions of its officers and designated supervisors referred to in this Agreement with whom the Association and its members will be required to transact business.


3.3 Strike at OC Premises


In the event that a legal picket line is set up at any OC premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

3.4 Access to Association Office

~~In the event that OC locks out the Association or any members of the Association, or in the event that the Association strikes, OC agrees that it shall in no way restrict orderly access to and use of the premises during the period of such lock-out or strike. This access shall be limited to the Executive of the Association and persons designated by the Executive of the Association, to a maximum of forty persons for the purpose of conducting Association business.~~

For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Dec 15, 2010

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Dec 21, 2010

ARTICLE 7 – CODE OF CONDUCT FOR STUDENT RELATIONS

7.1

Okanagan College and the Okanagan College Faculty Association are committed to fostering an academic environment in which faculty and students can expected to be treated with honesty, integrity, fairness, and respect. Faculty members have an obligation, in carrying out their professional duties, to promote this environment, and to strive to avoid situations of perceived bias, as well as an obligation to respect and maintain their right of academic freedom.

7.2

A faculty member shall be fair to his or her students, particularly in evaluating them or when acting as a referee.

7.3

A faculty member shall not exploit his or her professional relationships with students for personal gain.

7.4

A faculty member shall not initiate or acquiesce in a sexual or romantic relationship with a student who is, or who can reasonably be expected to be, enrolled in his or her class or otherwise subject to his or her direct supervision, evaluation or counselling.

7.5

Where a faculty member and a student over whom he or she has a direct supervisory or evaluative role were or are in a close personal relationship, such as a familial relationship, a close commercial or business relationship, or a previous romantic or sexual relationship, such that there may reasonably be perceived to be a conflict of interest or possible bias, the faculty members shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.

7.6

Where a faculty member has been given a work assignment that involves a direct supervisory or evaluative role with a student with whom a continuing sexual or romantic relationship exists, the faculty member shall inform his or her designated supervisor of the potential conflict of interest. Where appropriate, the designated supervisor will make alternate arrangements.

7.7

Nothing in this article may infringe on the academic freedom of faculty as defined in article 6.

On behalf of Okanagan College

[Redacted Signature]

Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee

[Redacted Signature]

Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

On behalf of Okanagan College Faculty Association

[Redacted Signature]

Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Committee

[Redacted Signature]

Tim Walters, President
Okanagan College Faculty Association

Date: Aug 31, 2010

Date: Aug 31, 2010

ARTICLE 22 - PROFESSIONAL DEVELOPMENT

22.1 Purpose

OC and the Association **support professional development activities intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise and** shall establish a fund, committees, and procedures for supporting the professional development of employees.

22.2 Professional Development Fund for Continuing Employees

A professional development fund shall be maintained for ~~continuing~~ **eligible** employees. Each fiscal year OC shall pay an amount equal to 0.6% and the Association shall pay an amount equal to 0.1% for each ~~eligible~~ **continuing** employee based on Step 1 of the Salary Scale.

22.3 Eligibility

Subject to further discussion and agreement between the parties

22.4 Professional Development Committees


22.4.1 (new #) Professional Development Committees shall be struck consisting of one representative from OC and two employees on continuing appointment in each of the following:

Arts
Science, **Technology and Health**
Business
~~Engineering Technologies~~
Non-instructional

22.4 22.4.2 (new # - renumber subsequent provisions)

The Professional Development Committees shall be responsible for granting financial assistance from the fund established in clause 22.2 for professional development activities. The employees on these committees shall be selected by a ~~secret~~ **confidential email** ballot of all ~~continuing~~ employees **eligible for funding in the Faculty from the committee as outlined in 22.3.1**. The call for nominations and the balloting shall be conducted by the ~~existing committee~~ **appropriate Dean or Director**. The term of appointment to the Committee shall normally be two years with one position open for election annually.

Initial: OC



OCFA



22.5 Professional Development Committees Guidelines and Procedures

22.5.1

~~Continuing Eligible~~ employees wishing to receive **seeking** financial assistance from the fund shall apply to the appropriate Professional Development Committee on the form provided.


22.5.2

OC shall publish, with other College policies, the Guidelines for Professional Development agreed to by OC and the Association. The Committees shall work within these guidelines for the review of applications for professional development monies and for the allocation of such monies. Any changes in the guidelines shall be subject to agreement between OC and the Association.

22.5.3

Any monies remaining in the fund at the end of a fiscal year shall be carried over to the next fiscal year.

For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Sept 20, 2010

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Tim Walters, President
Okanagan College Faculty Association

Date: SEPT. 20. 2010

ARTICLE 27 – RESIGNATION

26.3.1 27.1

A continuing employee or full-time term employee may resign from any appointment by giving at least two months' notice in writing to their designated supervisor ~~the OC President~~. The resignation shall take effect on the April 30 or December 31 ~~June 30~~ following the submission of the resignation notice or at the end of his or her appointment term, whichever is earlier ~~unless an earlier~~ or on another date that is mutually acceptable.

26.3.2 27.2

A part-time term employee may resign prior to the stipulated termination date of an appointment by giving a minimum of two weeks' notice in writing to their designated supervisor ~~the OC President~~. For part-time term employees on an instructional appointment, the resignation shall take effect at the end of the semester, or the end of the Distance Education course(s), following the submission of the resignation notice, unless an earlier another date is mutually acceptable.

For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Mar 11, 2011

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Mar 11/11

ARTICLE 36 - PENSION


36.1 Mandatory Enrolment

Enrolment in the College Pension Plan shall be as set out by the *Pension (College) Act*.

36.2 Existing Employees

~~OC will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.~~


On behalf of Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Aug 31, 2010

On behalf of Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Committee


Tim Walters, President
Okanagan College Faculty Association

Date: Aug 31, 2010

37.7 (NEW ARTICLE #) ARTICLE 23 – PROFESSIONAL ALLOWANCE

37.7.1 23.1 Purpose

A Professional Allowance Fund is established for the purpose of assisting eligible employees to **maintain currency and competency and to offset the cost of expenses including, but not limited to, subscriptions to scholarly journals, books, computer software, computer or other equipment and professional dues** professional activities in accordance with the jointly agreed guidelines. All allocations of professional allowance must be authorized by the joint committee. **The expenses cannot be of the type for which reimbursement is otherwise available from Travel Allowances (Article XX), Professional Development (Article XX), or the Grants-In-Aid of Research, Scholarly and Creative Activity (Article XX).**

37.7.2 23.2 Professional Allowance Fund

On each July 1st OC shall deposit the sum of \$35,000 into a jointly administered fund to be known as the Professional Allowance Fund. Any interest earned on the money in the fund shall accrue to the fund and any money remaining in the fund at the end of the fiscal year shall stay in the fund for subsequent use of the fund.

37.7.3 23.3 Eligibility

Employees holding a continuing appointment shall be eligible to apply for money from the fund.


37.7.4 23.4 Committee


A joint committee, comprising two faculty members appointed by the Association and one administrative representative, shall be responsible for administering the fund in accordance with the jointly agreed guidelines.

37.7.5 23.5 Guidelines

OC shall publish, with other College policies, the Guidelines for the Professional Allowance Fund agreed to by OC and the Association. The Committee shall work within these guidelines to set the maximum annual amount for which an employee is eligible, to review applications for professional allowance monies, and to allocate such monies. Any change in the guidelines shall be subject to agreement between OC and the Association.

For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Sept 20, 2010

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.



Tim Walters, President
Okanagan College Faculty Association

Date: SEPT. 20 - 2010

37.7.6 (NEW #) ARTICLE 24 – PROFESSIONAL REGISTRATION AND MEMBERSHIP COSTS

A continuing employee who is required, as a condition of employment, to maintain a current active registration or membership with one or more professional associations shall be entitled to apply to the Professional Allowance Fund to offset reimbursement of the entire cost of these expenses **by applying to the designated supervisor.** Such application shall be over and above any other eligible expenses established by the Guidelines in accordance with section 37.7.5. OC shall reimburse the Professional Allowance Fund for all such additional costs.


For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Sept 20, 2010

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Tim Walters, President
Okanagan College Faculty Association

Date: SEPT. 20, 2010

37.8 (NEW#) ARTICLE 25 – GRANTS-IN-AID OF RESEARCH, SCHOLARLY AND CREATIVE ACTIVITY

25.1 (new) Purpose and Fund

OC shall maintain a ~~Grants-in-Aid Fund~~ fund sufficient to support research, scholarly and creative activity. OC may supplement this fund with contributions from external sources. Any money remaining in this fund at the end of a fiscal year shall be carried over to the next fiscal year.

25.2 (new) Eligibility

Employees undertaking research, scholarly or creative activity are eligible to apply.

~~37.8.1~~ 25.3 (new) Grants-in-Aid Committee

A ~~Grants-in-Aid~~ committee shall administer the allocation of the ~~Grants-in-Aid~~ fund for **Grants-In-Aid of research, scholarly and creative activity**. ~~The Committee shall comprise 4 post-probationary continuing employees, elected from among OCEA members, and 1 administrator.~~

The committee shall be struck consisting of one representative from OC and one post-probationary employee on continuing appointment from each of the following:


Arts
Science, Technology and Health
Business
Non-Instructional


The employees on this committee shall be selected by a confidential email ballot of all employees. The call for nominations and the balloting shall be conducted by the appropriate Dean or Director. The term of appointment to the Committee shall normally be two years with one position open for election annually.

25.4 (new) Guidelines

OC shall publish with other College policies, the guidelines for the fund agreed to by OC and the Association. The committee shall work within these guidelines to set the maximum annual amount for which an employee is eligible, to review applications for Grants-in-Aid monies, and to allocate such monies. Any change in the guidelines shall be subject to agreement between OC and the Association.

For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Sept 20, 2010.

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Tim Walters, President
Okanagan College Faculty Association

Date: SEPT 20, 2010

APPENDIX B


DEPARTMENTS
(Reference Clause 25.1)


Anthropology
Biology
Business Administration
Chemistry
Civil Engineering Technology
Communications
Computer Science
Counselling
~~Earth and Environmental Science~~
Economics
~~Education~~
Electronic Engineering Technology
English
Fine Arts
Geography and Earth and Environmental Science
History
Interdisciplinary Studies
Library
Mathematics and Statistics
Mechanical Engineering Technology
Modern Languages
Network and Telecommunications Engineering Technology
Nursing
Philosophy
Political Science
Psychology
Physics and Astronomy
~~Social Work~~
Sociology
~~Water Quality and Environmental Engineering Technology~~

AREAS
(Reference Section 13.4.5)

Student Affairs **Services**
Education Technology


For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: March 22, 2011

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Mar 22/11

LETTER OF UNDERSTANDING #4
BETWEEN
OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")
AND
OKANAGAN COLLEGE ("OC")

Re: Prior Learning Assessment

4. OC and OCFA agree that prior learning assessment work undertaken by a member of OCFA is to be integrated into, and form part of, a college professor's workload as defined in this Agreement. ~~However, at this point, the parties have insufficient experience to provide a reliable basis for including prior learning assessment as part of a workload formula.~~

2. ~~As an interim measure,~~ OC will remunerate PLA work done by current employees based on the number of assigned real hours required to perform those assessments. The rate of payment shall be determined by the following formula:

$$\text{Hourly PLA Remuneration} = \frac{(S) \times (1.5)}{(30) \times (52)}$$

where S is the annual salary.

3. Before any PLA assessment work is undertaken in a department the chair of the department, a representative of the Association, and the designated supervisor shall meet to determine the types of PLA assessment that might be undertaken in that department, and the number of real hours required for assessments of various types within that department. Once all three parties have agreed on how many real hours will be assigned for assessments of various types all assessments of a given type in that department shall be remunerated on the basis of the agreed upon number of hours. The agreement will remain in force for one year and can be renewed only with the mutual agreement of all three parties.

4. ~~Employees performing PLA shall keep track of their real hours and provide, for each assessment actually performed, a report to the Association, the designated supervisor, and the department chair, on what specific work actions were performed, and how long each action took. The employee's compensation will be based on the number of assigned hours agreed upon as per paragraph 3 above and shall not be adjusted based on the report of real hours. The report will only be used to help the parties determine more accurately the appropriate number of real hours required for assessments of a given type, and as a basis for including prior learning assessment as part of a workload formula once a sufficient number of PLA assignments have been undertaken.~~

5. Continuing employees in the department shall have a first right, on a seniority basis, for PLA work.

6. The parties agree that it is the responsibility of employees not to perform PLA work without first having acquired a sufficiently high level of subject matter expertise to perform the assessment adequately.

7. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has voluntarily accepted is expected to develop, without additional compensation or release time, and in a timely fashion, the relevant subject matter expertise prior to undertaking the work.

8. If no employee voluntarily accepts a PLA assignment the work may be assigned to a continuing employee by the designated supervisor, in consultation with the department chair.
9. An employee whose previous teaching and research experience has not sufficiently prepared him or her for a specific PLA assignment that he or she has been assigned is entitled to develop the relevant subject matter expertise prior to undertaking the work. OC shall provide the faculty member with sufficient release time in order to develop the relevant subject matter expertise. The amount of release time shall be mutually agreed
10. An employee assigned PLA responsibilities is entitled to training in the methodology and application of prior learning assessment, if necessary. The employer shall provide necessary release time from other duties to undertake such training, and pay all expenses incurred.

For Okanagan College

Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee

Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: March 30 2011

For Okanagan College Faculty Association

Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.

Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Mar 30 / 11

LETTER OF UNDERSTANDING #7
BETWEEN
OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")
AND
OKANAGAN COLLEGE ("OC")

Re: Clause 20.3 – Other Special Courses – An Alternate Mode of Instructional Delivery for Physics 111/121 in Penticton and Salmon Arm

Whereas the College is not currently offering Physics 111/121 in either Penticton or Salmon Arm, the department of Physics and Astronomy proposes to offer an alternative instructional delivery model in order to provide well-qualified students in Penticton or Salmon Arm or both with an opportunity to obtain credit for Physics 111/121.

Students must be approved by the Department in order to be eligible to participate in this method of delivery.

These courses shall only be offered in this format where there is agreement between the employee(s), the Department and the Dean.

Students in Salmon Arm or Penticton who want credit for PHYS 111/121 and who have been approved by the department will enroll in both a lecture and laboratory section of PHYS 111/121 offered by the department in either Vernon or Kelowna (the actual sections to be determined by the department in consultation with the Dean). The students will then attend a lecture and laboratory section of PHYS 112/122 in either Penticton or Salmon Arm but will be required to complete all assignments, laboratory experiments, tests and exams associated with the appropriate PHYS 111/121 sections.

The College Professor(s) (in Vernon and Kelowna) assigned to teach PHYS 111/121 in whose section these students are enrolled, (the "enrolling faculty member"), will be responsible for all curricular decisions; for the setting and marking of all assignments, tests and exam, for keeping track of all course material moving between the two college campuses, and for the assignment of a course grade for the students.

The College Professor assigned to teach the sections of PHYS 112/122 in Penticton and Salmon Arm (the "lecturing faculty member") agrees to have these students participate in their assigned lecture sections and to provide additional tutorial assistance for these students each week as required.

The College Professors assigned to the Physics Laboratory in Penticton and Salmon Arm (the "laboratory faculty member") will arrange for these students to complete the PHYS 111/121 laboratory curriculum while attending the PHYS 112/122 laboratory section in their centre. In no case may these additional students result in an enrolment in the laboratory in Salmon Arm or Penticton which exceeds the normal maximum for these courses. In the event that an additional lab section is required to accommodate these students, the College agrees to put on a laboratory section of PHYS 111/121 in addition to the normal PHYS 112/122 laboratory sections.

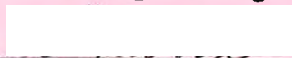
In recognition of the extra work associated with this method of delivery, each of the enrolling, lecturing and laboratory faculty members involved in it will be credited as follows:

- for 1 to 4 students from Penticton 1/6 TLU workload credit,
- for 5 to 8 from students from Penticton an additional 1/6 TLU.
- for 1 to 4 students from Salmon Arm 1/6 TLU workload credit
- for 5 to 8 from students from Salmon Arm an additional 1/6 TLU.

Initial: OC  OCFA 

Should more than 8 students from either Penticton or Salmon Arm wish to participate in this method of delivery then the college shall either limit the number to a maximum of 8 or add an addition section of PHYS 111/121 Lecture and laboratory at the appropriate centre.


For Okanagan College



Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Dec 15, 2010

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Dec 21, 2010

LETTER OF UNDERSTANDING #5
BETWEEN
OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")
AND
OKANAGAN COLLEGE ("OC")

Re: Astronomy 110/111/112/120/121/122

It is agreed that the three hour lecture component of Astronomy 110, Astronomy 111 and Astronomy 112 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 112 course so that it is not taught simultaneously with Astronomy 110 and Astronomy 111.

In the event that the College schedules Astronomy 110, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

It is also agreed that the three hour lecture component of Astronomy 120, Astronomy 121 and Astronomy 122 may be timetabled together and taught simultaneously, and that the College Professor assigned the three courses will receive a workload credit of 1 Teaching Load Unit (TLU). Should the enrolment in the three courses combined exceed 55 students it is agreed that the faculty member's workload credit will be 2 TLUs and that the College may timetable the Astronomy 122 course so that it is not taught simultaneously with Astronomy 120 and Astronomy 121.

In the event that the College schedules Astronomy 120, the associated 1-hour per week tutorial will be included in the college professor's work assignment and that employee will receive a 0.17 TLU workload credit for this assignment.

For Okanagan College

Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee

Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Dec 15, 2010

For Okanagan College Faculty Association

Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.

Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Dec 21, 2010

DELETE:

LOU #5 – Incentive Payment

LOU #7 – Appropriate Handbook

LOU #8 – Fiscal Dividend

LOU #9 – Implementation of Right of Accrual for the Fall, 2006 and Winter, 2007 Semesters

LOU #10 – Conversion of Workload Provisions

LOU #12 – Amendment to Memorandum of Settlement Salary Anomalies; Amendment to LOU #5 –
Incentive Payment


For Okanagan College

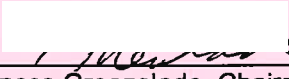

Chris Rawson, Chief Spokesperson
Okanagan College Negotiating Committee


Robert Huxtable, Chairperson
Okanagan College Negotiating Committee

Date: Dec 15, 2010.

For Okanagan College Faculty Association


Peter Murray, Chief Spokesperson
Okanagan College Faculty Association Negotiating Cmtee.


Frances Greenslade, Chairperson
Okanagan College Faculty Association

Date: Dec 21, 2010

Appendix B

Comprehensive Settlement Package

HR *MM*

ARTICLE 2 – TERM OF AGREEMENT

This Agreement, until changed by mutual consent of both parties hereto, shall be in force and effect from and after **April 1, 2010** ~~September 1, 2005~~, to and including **March 31, 2012** ~~March 31, 2010~~, thereafter unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia, in which case the Agreement shall remain in force until a new Collective Agreement is concluded.

ARTICLE 10 – INDEMNITY

OC shall indemnify and save harmless each employee against damages and legal costs related to any action or claim against the employee arising out of his or her employment activities or responsibilities or any activities or responsibilities incidental thereto, including but not limited to research, scholarly activities, service, and teaching, except where the employee is found guilty of dishonesty; or flagrant or wilful negligence; **or has engaged in misconduct which has resulted in the employee's termination.**

ARTICLE 11 – RIGHTS OF MANAGEMENT – Renumber as Article 4

ARTICLE 12 – DEFINITIONS OF EMPLOYEE CLASSIFICATIONS

12.1 Definition of an Employee

An employee is any person engaged by OC who has reported for duty as a College Professor, Librarian, Counsellor, Educational Technology Coordinator, ~~Intercollegiate~~ Athletics, Recreation and Student Life Coordinator, Distance Education Tutor, Research Associate or any other person who holds a position for which the Association is certified to bargain.

12.2 Definitions of Employee Classifications

Employees may be employed in the following classifications:

12.2.1 College Professor

An employee who has mastered a body of knowledge adequate for him or her to develop and teach courses or programs within his or her area of specialization. The minimum qualification is a Master's degree, or equivalent.

12.2.2 Librarian

An employee who has mastered the field of library science to a level adequate for him or her to provide leadership in the development and operation of a library in his or her area of specialization. The minimum qualification is a Master's degree, or equivalent.

12.2.3 Counsellor

An employee who is qualified to provide one or more of psychological assessment, psychoeducational assessment, career educational or personal counselling. The minimum qualification is a Master's degree, or equivalent.

12.2.4 Educational Technology Coordinator

An employee qualified to assist in the use of educational technology in the instructional design, delivery and evaluation of courses. The minimum qualification is a Master's degree, or equivalent.

12.2.5 Intercollegiate Athletics, Recreation and Student Life Coordinator

An employee qualified to organize and administer recreational, athletic, social and cultural programs for students. The preferred minimum qualification is a Bachelor's degree in physical education, recreation or a related discipline, or equivalent practical experience.

12.2.6 Distance Education Tutor

~~A part-time term~~ An employee **appointed to a part-time term appointment** who has mastered a body of knowledge adequate for him or her to prepare for and provide tutorial services for the specific Distance Education courses for which he or she has been given an appointment.

12.2.7 Research Associate

An employee who is qualified to collaborate and assist with research projects. Research Associates are not department members.

12.3 New Classifications

12.3.1 Creation of New Classifications

With the exception of positions referred to in 12.3.3, when OC creates a new position which does not fall within one of the above classifications, and for which the assigned duties might reasonably be deemed to come within the bargaining unit for which the Association is certified, OC shall consult with the Association to determine whether or not that position ought to be included as a new classification in this Agreement.

12.3.2 Benefits for New Classifications

Definition of and coverage for benefits for new classifications which come within the bargaining unit shall be subject to negotiation.

12.3.3 Classifications Removed from the 2004-2005 Collective Agreement

In the event that the College introduces a new program or modifies an existing program so that the duties performed by one or more of the classifications removed from the 2004-2005 collective agreement (Audiovisual Coordinator, Social Work Field Education Coordinator, and Nursing Practice Placement Coordinator) need to be performed, then the employee(s) hired to perform these duties will be members of the bargaining unit and subject to the terms and conditions of this agreement as modified by the reintroduction of the appropriate language from the 2004-2005 collective agreement, unless the parties agree otherwise.

ARTICLE 13 – APPOINTMENT OF EMPLOYEES

13.1 Appointment Categories

All employees shall be appointed to one of the following ~~five~~ **four** categories: full-time continuing, part-time continuing, ~~partial-load continuing~~, full-time term, part-time term.

13.1.1 Continuing Appointment

13.1.1.1 Full-Time Continuing Appointment

A full-time continuing appointment is an appointment without term to a full-time position. A full-time continuing appointment shall continue until the employee retires, resigns, or is otherwise terminated pursuant to this Agreement.

13.1.1.2 Part-Time Continuing Appointment

A part-time continuing appointment is an appointment without term to a position which is at least 50% but not greater than 85% of a commensurate full-time position. ~~Instructional employees shall be appointed to a part-time continuing appointment only pursuant to 13.5 below.~~

13.1.1.3 Partial-Load Continuing Appointment

~~A partial-load continuing appointment is an appointment without term to a position which is at least 50% but not greater than 85% of a commensurate full-time position. A partial-load continuing appointment shall continue until the employee retires, resigns, or is otherwise terminated pursuant to this Agreement. Instructional employees shall be appointed to a partial-load continuing appointment only pursuant to Clause 13.6.~~

Delete all references to Partial Load Continuing appointments within collective agreement and replace with Part-Time Continuing as appropriate

13.1.2 Term Appointment

A term appointment is an appointment for a specified period of time. A full-time term appointment which includes both the fall and winter semesters shall be a single continuous appointment. A term college professor who teaches 6.8 TLUs or more in consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period. A term non-instructional employee who is employed for 1010 hours or more over consecutive fall and winter semesters shall receive a full-time salary for the two week period between the fall and winter semesters whether or not the employee's initial offer(s) of appointment included this period.

13.1.2.1 Part-Time Term Appointment

A part-time term appointment is an appointment to a position which is not greater than 85% of a commensurate full-time position.

13.1.2.2 Creation of Term Appointments

Term appointments may be created only to meet the following needs:

- a) To replace employees on leave, release, or secondment in accordance with clause 16.1. The length of such a term appointment shall not exceed the term of the leave, release, or secondment of the employee being replaced.
- b) To staff a position in response to an emergency arising from the death, unexpected resignation, retirement, suspension or termination of an employee. The length of such a term appointment shall not exceed 12 months.
- c) To staff a vacant continuing position. Such a position may not persist for more than 12 months without the mutual agreement of OC and the Association.
- d) To staff a research associate position for the term of the research project.
- e) To staff a position made possible by directed funding that is in place for a specified period of time. The length of such a term appointment shall not exceed the initial period of directed funding.
- f) To staff courses in the Summer Sessions.
- g) To staff a part-time distance education tutor position.
- h) To staff a part-time position which is created when the staffing needs of an area exceed the capacity of the complement of continuing employees.

13.2 Simultaneous Appointments

No employee may simultaneously hold an appointment in a given classification in more than one appointment category with the following exceptions:

- a) employees may simultaneously hold term appointments to teach courses in the Summer Sessions pursuant to clause 14.11, and
- b) employees may simultaneously hold term appointments to teach Distance Education courses pursuant to clause 14.13, and
- c) ~~partial-load continuing employees (pursuant to clause 14.9)~~ and part-time continuing employees (pursuant to subsection 13.5.6) may simultaneously hold separate term appointments during the Fall or Winter semesters.

13.3 Campus Assignment

13.3.1

Each employee shall be assigned to one OC campus.

13.3.2

An employee may be assigned duties in the OC region other than at his or her assigned campus. ~~With the exception of section 14.9.3,~~ OC shall pay travel expenses for actual distance traveled for OC purposes at the agreed rate for required travel for the distance determined by OC between the assigned campus or location and the campus(es) or location(s) where additional duties are assigned (see Article 37 – Travel Expenses and Allowances).

13.4 Appointment Process

13.4.1 Offer of Employment – Initial Hire & Continuing Appointments

13.4.1.1

~~With the exception of sections 13.4.8 and 13.6.4, a candidate for appointment shall be sent two copies of the offer of appointment signed by the OC President, or his or her designate. OC shall send the offer of appointment to the candidate and shall direct the candidate to the electronic copy of this Agreement.~~ **Offers of employment shall be issued to successful candidates prior to their initial hire and to all employees when hired to a continuing appointment. Such offers shall detail the terms and conditions of appointment per 13.4.3 and shall direct the candidate to the electronic copy of this Agreement.**

13.4.1.2

~~OC shall be in receipt of a signed offer of appointment indicating the employee's acceptance of the offer prior to the commencement of employment, except in exceptional circumstances in which case OC shall notify the Association of the circumstance.~~

With the exception of appointments made pursuant to 14.4, The candidate shall return the signed Offer of Employment to the designated supervisor indicating his or her acceptance. With the exception of appointments made pursuant to 14.4, any candidate who fails to accept an offer of employment made pursuant to 13.4.1 within the time specified on the offer shall be deemed to have rejected OC's offer of employment, and OC may consider the position vacant.

13.4.1.3 Continuing and Initial Term Appointments

The offer of a continuing appointment and the initial offer for a term appointment shall include the following:

- a) classification
- b) appointment category
- c) salary, **including the formula that was used for salary calculation, if applicable**
- d) start date of the appointment **and end date, if applicable**
- e) designated supervisor
- f) assigned OC campus
- g) department(s) or, pursuant to section 13.4.5, area
- h) whether the appointment is a cross-appointment (see clause 13.7)
- i) whether further qualifications must be obtained as a requirement for successful completion of the probationary period.
- j) **For instructional faculty on a term appointment, the offer shall also include the assigned course(s), the number of sections of each course, campus of each course and, if possible, the timetable for each section.**

13.4.2 Subsequent Term Appointments

The offer Confirmation of a term appointment for an employee who has accepted the assignment of a subsequent term appointment shall be forwarded to the employee's College email account and shall include the following:

- a) classification
- b) appointment category
- c) salary, including the formula that was used for salary calculation, **if applicable**
- d) designated supervisor
- e) assigned OC campus
- f) start and end date of the appointment
- g) department(s) or, pursuant to section 13.4.5, area
- h) whether the appointment is a cross-appointment (see clause 13.7)
- i) For instructional faculty, ~~a part-time offer of an~~ **appointment confirmation** shall also include the assigned course(s), the number of sections of each course, **campus of each course** and if possible, the timetable for each section.

Employees who reject a term appointment after the confirmation has been received must notify the designated supervisor in writing immediately.

13.4.5

~~Intercollegiate Athletics, Recreation and Student Life Coordinators shall be appointed to the Student Services Affairs area and Educational Technology Coordinators shall be appointed to the Education Technology area. These areas are not departments within the meaning of Article 25 (Departments and Department Chairs).~~

~~13.4.6~~

~~OC shall require each candidate to sign the offer of appointment indicating his or her acceptance of the conditions of his or her appointment, and his or her acceptance of the conditions of this Agreement, provided that such offer shall not in any way be contrary to, vary or alter the terms of this Agreement.~~

13.4.7

~~Upon signing and returning one copy of the offer of appointment to the Human Resources Department within the time limit specified on the offer, a candidate shall be deemed to have accepted employment under the terms of this Agreement. Any candidate who fails to accept an offer of appointment within the time specified on the offer shall be deemed to have rejected OC's offer of appointment, and OC shall be entitled to consider the position still open.~~

13.4.8

~~A term employee appointed in an emergency situation in accordance with clause 14.4 shall be sent a letter confirming the appointment and the salary.~~

13.4.9

~~Any notice appointment confirmation required to be given by OC to an employee or former employee shall be deemed to be validly given if mailed emailed to the last employee's OC email address given by the employee or former employee to OC, as his or her regular mailing address.~~

13.5 *(This clause has been pulled out into a new article. Re-number subsequent provisions)*

13.6 Partial-Load Continuing Appointment

13.6.1

~~A partial-load continuing appointment is defined as one in which a full-time continuing member of the bargaining unit, at her or his request, assumes a permanent reduction of duties and responsibilities, pursuant to the remainder of this Article.~~

13.6.2

A partial-load continuing appointment in an instructional classification is a position in which the duties and responsibilities are a specified percentage, which shall be greater than or equal to 50% but less than or equal to 85%, of the specified maxima for a full-time continuing employee. This specified percentage shall be referred to as the partial load and shall be included in the employee's revised offer of appointment.

13.6.3

A partial-load continuing appointment in a non-instructional classification is a position in which the duties and responsibilities are less than those of a full-time continuing employee. The partial load is a specified number of assigned duty hours in each college year and shall be greater than or equal to 910 duty hours per year but fewer than 1232 duty hours per year. This specified percentage shall be referred to as the partial load and shall be included in the employee's revised offer of appointment.

13.5 Conversion Revision of Appointment from Full-Time Continuing to Part-Time Partial-Load Continuing

At any time, a post-probationary full-time continuing employee may apply in writing to the **designated supervisor OC President** to revise his or her appointment to **part-time continuing partial-load**, subject to the following provisions:

13.5.1

The **designated supervisor OC President** shall normally approve the application provided that the employee making the application and the department and the designated supervisor agree that services to students and to OC will not be adversely affected under the proposed arrangement.

13.5.2

Within 20 working days of the submission of the application, the **designated supervisor OC President** shall inform the applicant in writing of his or her decision.

13.5.3

If the application is approved by the **designated supervisor OC President**, a revised letter of appointment specifying the **part-time percentage and duty period partial-load** shall be issued to the employee.

13.5.4

If the application is not approved, the **designated supervisor OC President**, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.

13.5-56 Six Month Part-Time Partial-load Continuing Position

A **part-time partial-load** continuing college professor whose **part-time percentage partial-load** is 50% may, with the mutual agreement of **OC the designated supervisor** and the employee, accept a six-month full-time workload assignment. The specified six-month duty period shall be included in the employee's offer of appointment and shall be changed only with the mutual agreement of OC and the employee.

13.5-56.1 Duty Period

The duty period for a college professor ~~on~~ **appointed to a six month part-time partial-load continuing appointment who has accepted a six-month partial-load continuing appointment pursuant to clause 13.6.5** shall be six months less such time as is specified for vacation in this Agreement.

13.5.5.2

The duty period for a non-instructional employee on a partial-load continuing appointment shall be as specified in the revised offer of appointment.

13.5.5.36.2

The total instructional duty period for a ~~partial-load college professor who has accepted a six-month partial-load continuing appointment~~ **appointed to a six month part-time continuing appointment** pursuant to clause 13.6.5 shall not normally exceed 17 weeks except in the case of college professors scheduled to teach in programs and courses which extend beyond 17 weeks. College professors assigned such instructional duties shall receive a stipend in accordance with section 33.3.

13.5.6 Conversion of a Partial-load Appointment

~~Conversion of an employee's partial-load continuing appointment to a full-time continuing appointment or to a partial-load continuing appointment in which the level of the employee's partial load is increased shall only occur through the mutual agreement of OC and the employee.~~

13.6.7 Teaching Workload Limits for Part-Time Continuing Positions Appointments

13.6.7.1

A part-time continuing college professor will have his or her instructional year workload limit, semester instructional workload limit (see 18.4.2) and weekly and daily hour limits (see 18.4.3.1 and 18.4.3.2) reduced to a level consistent with the employee's part-time continuing appointment percentage. All other teaching workload limits apply.

13.6.7.2

A **part-time** continuing college professor may have his or her weekly scheduled instructional load limits adjusted in the Fall and Winter semesters of any given college year provided that the average of the weekly scheduled instructional load limits over the two semesters is not greater than the level specified in section 13.6.7.1 and provided that the adjusted scheduled instructional load does not exceed the applicable full-time limits specified in this Agreement in either the Fall or Winter semester.

13.6.8 Increasing the Appointment Percentage of a Part-Time Continuing Appointment

13.6.8.1

With the exception of 13.6.8.2 and 13.6.8.3, if in two consecutive college years the appointment percentage of non-replacement term work assigned to a part-time continuing employee exceeds the appointment percentage of the employee's part-time continuing appointment and the work is ongoing, then the employee shall be offered an increase in his or her appointment percentage to have his or her appointment percentage increased by an amount equal to the amount of ongoing non-replacement term work. Such increase shall normally take place on the following August 1st of the subsequent college year. Once the employee's continuing percentage exceeds 85%, the employee shall be offered a full-time continuing appointment.

13.6.8.2

Where OC identifies the availability of ongoing work in advance of the conditions identified in 13.5.4.1 8.1, the designated supervisor may offer the increased appointment percentage to an employee on a part-time continuing appointment. In the event that more than one part-time continuing employee is eligible for the additional work, **the additional appointment percentage, up to full-time, shall be offered to the qualified part-time continuing employee with the greatest seniority.**

13.6.8.3

A part-time continuing employee shall have the right to substitute replacement work for non-replacement work without loss of rights to accrue to a full-time continuing appointment to the level of available non-replacement work.

NEW ARTICLE *(new numbering required)*

Acquisition of Right of Accrual and Conversion of Employees from Term to Continuing Appointment Within a Classification

The following provisions apply to term employees appointed after July 1, 2006 and to all work, except instructional work that is performed during Summer Sessions, through Distance Education, or any work performed by Research Associates.

13.5.1 Right of Accrual

13.5.1.1 Term Employees on Probation

A term employee is on probation and subject to summative evaluation. A term employee who has not been evaluated negatively by OC shall have the right to accrue work for which he or she is qualified as determined by the department should such work become available. Failure by the College to evaluate a term employee summatively shall be considered a positive "satisfactory" evaluation.

13.5.1.2 Definition of Right of Accrual

The right of accrual is the right to be offered and to accept available term work for which the employee is qualified as determined by the department. The right of accrual is department and campus specific and is acquired in accordance with 13.5.1.3.

13.5.1.3 Acquisition of Right of Accrual

To acquire right of accrual, a candidate must:

- a) have been deemed "satisfactory" on his or her most recent evaluation;
- b) have either completed at least 8 TLUs within the department, for a term college professor or have completed at least 1519 hours, for a term non-instructional employee;
- c) not have had a break in service of more than 24 months during which there is no work assignment to the term employee within the department;
- d) apply for term work in a subsequent college year;
- e) be recommended by a departmental selection committee in accordance with 13.5.1.4 and
- f) be re-hired by the College.

13.5.1.4 Recommendation by the Departmental Selection Committee

When a candidate has met the conditions "a" through "c" of 13.5.1.3 and applies for term work in a subsequent college year, and is shortlisted by the departmental selection committee, then the committee through normal selection committee processes shall determine if the candidate is qualified for the term work for which they have applied, and suitable for a future continuing appointment in the department and compatible with the requirements of the department as established by the approved Department Education Plan.

If the decision of the departmental selection committee is that the candidate is preferred for the term work, and is suitable for a continuing appointment in the department, and is compatible with the requirements of the department as established by the approved Department Education Plan, then the committee shall make a recommendation to the designated supervisor that the candidate be offered both the term work applied for and the right of accrual.

In the event that the candidate is not offered the right of accrual he or she shall not be offered any term work in the department.

The committee may make a positive recommendation in accordance with 13.4.3 (i), which stipulates that further qualifications must be obtained as a requirement for successful completion of the probationary period.

13.5.1.5 Right of Accrual – Rights and Responsibilities

A term employee on appointment and with right of accrual shall:

- have professional development obligations (pursuant to Article 17.1.2);
- be eligible for pro-rata professional development funding;
- have service obligations (pursuant to Article 17.1.3) appropriate to the employee's appointment percentage;
- submit an annual report (pursuant to Article 21);

13.5.1.5.1

Employees with right of accrual who have not yet worked 16 TLUs within the department shall be eligible for an interview for any continuing position within the employee's department that the employee applies for, provided the employee is assessed "satisfactory" on his or her most recent evaluation.

13.5.1.5.2 Right of Accrual Seniority

In the case of term employees, seniority is determined from the date the term employee commences the term assignment and gains accrual rights. In the event of a tie, the employee who has accumulated the greater number of TLUs (excluding Summer Session and DE) or the greater number of non-instructional hours shall be considered to have seniority. If a tie still exists, seniority shall be determined by the toss of a coin.

13.5.1.6 Maintaining Right of Accrual

13.5.1.6.1

A term employee's right of accrual shall be retained provided there is no "unsatisfactory" evaluation or a break in service of 24 months during which there is no work assignment to the term employee within the department. A term employee may request a leave without pay from OC and, if OC grants the leave, then the period of the leave shall not count as a break in service.

13.5.1.6.2

A term employee who has obtained right of accrual and who receives an evaluation that indicates that he or she "requires improvement" shall retain the right of accrual and be informed of the requirements that need to be met in order to be assessed "satisfactory".

13.5.1.7 Loss of Right of Accrual

A term employee who loses right of accrual under this clause shall be considered a new employee if he or she applies for work with OC and is re-hired.

13.5.2 Conversion of Employees from a Term to a Continuing Appointment within a Classification

13.5.2.1

A term employee with right of accrual shall be offered a continuing appointment provided:

- the employee has completed 16 TLUs of instructional work or 3038 hours of non-instructional work;
- there is an ongoing minimum 50% of a full time equivalent annual workload which is non-replacement work and for which the employee is qualified (for non-instructional faculty members, 50% is equivalent to 760 hours), and;
- the employee's most recent evaluation is "satisfactory".

13.5.2.2

In the event that more than one term employee **with right of accrual** is eligible for conversion to a continuing appointment, the **position** shall be offered to the term employee **who is qualified pursuant to 13.5.2.1 and who has the greatest right of accrual seniority pursuant to 13.5.1.5.2.**

13.5.2.3 Accepting an Offer of Conversion to a Continuing Appointment

Employees who accept an offer of continuing appointment under this provision shall normally commence August 1st of the subsequent college year.

13.5.2.4 Declining An Offer of Conversion to a Continuing Appointment

A term employee who declines the offer of continuing appointment made pursuant to this provision shall lose right of accrual. Such an employee may apply for and may be offered term work but shall be considered a new employee.

(move to Article 33.1) Compensation for Assignment of Additional Term Work

A **part-time continuing** employee who accepts work assigned pursuant to 14.6 shall receive an appropriate adjustment in his or her annual salary for the period of that work. This adjustment shall include appropriate pay in lieu of health and welfare benefits in accordance with 35.3.8 and pay in lieu of vacation in accordance with 39.2.2.

13.5.3

The term employee converted to a continuing employee through this process shall have a credit of one (1) year toward his or her probationary period.

13.5.4

Nothing in this article prevents OC from posting and filling a continuing appointment through open competition except in cases where there are term employees **eligible for entitled to conversion per 13.5.2 or a part-time continuing employee who increases their employment percentage per 13.5.1.2 and 13.8.**

13.5.5

Nothing in this article shall limit the right of a continuing employee to request a transfer, prior to posting, to a new or vacant continuing position at another campus pursuant to Article 38.

ARTICLE 14 – SELECTION OF EMPLOYEES

14.1 Vacancies

OC shall determine, in consultation with the continuing employees in the appropriate department, the need for new employees and the qualifications for positions covered by this Agreement. Cross-appointments shall be designated as such.

14.2 Selection by Open Competition

The selection process outlined below shall be used to fill all positions with the exception of those listed in clause 14.3.

14.2.1 Posting and Advertising

14.2.1.1

Positions shall be advertised externally when appropriate, as determined by the designated supervisor in consultation with the department.

14.2.1.2

Except in emergency situations per 14.4, notice of positions covered by this Agreement shall be posted for 14 calendar days prior to the closing date for the position, ~~at all centres and locations to which employees are assigned~~ **through the College's website.**

14.2.2 Selection Committees

14.2.2.1

A selection committee shall consist of three continuing employees from the department, including the Department Chair if appropriate, one continuing employee from a related department, one representative from the appropriate Okanagan College student association, and at the discretion of OC, the designated supervisor (or designate).

14.2.2.2

A selection committee for a cross-appointed position (see clause 13.7) shall consist of three continuing employees from each department, including the Department Chairs if appropriate, one representative from the appropriate Okanagan College student association, and at the discretion of OC, the designated supervisor(s) (or designate).

14.2.2.3

In a department with fewer than three continuing employees, the departmental representatives on a selection committee shall consist of all those continuing employees in the department plus a sufficient number of continuing employees from related departments to constitute a total of three employees.

14.2.2.4

When a position is assigned to a centre or the employee will be assigned two or more courses in a semester at a centre, a selection committee shall include the relevant Regional Dean. If the Regional Dean is included, an additional department member may, at the discretion of the department, be included on the selection committee. If there are no more department members available, the representative may be from a related department.

14.2.2.5

A selection committee for a non-instructional position may include a vocational instructor on regular appointment.

14.2.2.6

The chair of a selection committee shall normally be the designated supervisor (or designate).

14.2.2.7

The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee.

14.2.2.8

If the designated supervisor (or designate) is absent, the Department Chair shall chair the committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a selection committee chair.

14.2.2.9

Representatives on selection committees shall be selected by the continuing employees in the appropriate department(s), or related departments where necessary, in collaboration with the designated supervisor.

14.2.2.10

A selection committee for Educational Technology Coordinator may include one additional representative from a related department and one additional vocational instructor on regular appointment.

14.2.3 Selection Process

14.2.3.1

Selection committees shall review all applications, prepare a short-list, interview the short-listed candidates, and recommend to the ~~OC President~~ **designated supervisor** the candidates in order of preference.

14.2.3.2

Selection committees shall base their recommendations on the criteria determined under clause 14.1.

14.2.3.3

The failure of a member or members of a selection committee to attend meetings of a selection committee shall not invalidate the recommendations of the committee.

14.2.3.4

No position shall be offered to any candidate who has not been recommended by a majority of a selection committee except under the following circumstance. If a selection committee is unable to reach a majority decision regarding the recommendation of a candidate, and is unable to propose actions that can reasonably be expected to fill the vacant position in a timely and expeditious manner, OC may offer an appointment which does not exceed 12 months to a candidate who it deems suitable for the position. Prior to making such an appointment, OC shall inform the committee of its intentions and discuss its proposed appointment with the committee.

14.3 Exceptions to the Open Competition Selection Process

The selection process outlined in clause 14.2 shall be initiated for all positions except for:

- a) short-term term positions in a emergency situation in accordance with clause 14.4, or
- b) term appointments in which the work is assigned to a part-time continuing employee in accordance with clause 14.6, or
- c) term appointments in which the work is assigned to term employees who have a right of accrual in accordance with clause 14.7, or
- d) ~~term appointments in which the work is assigned to a partial-load continuing employee in accordance with clause 14.9, or a part time continuing non-instructional employee who was hired in accordance with clause 13.1.1.2, or~~

- ~~e~~ term appointments in which the work is assigned to a former term employee in accordance with clause 14.10, or
- f d) to staff courses in the Summer Sessions where a term appointment is assumed by a continuing employee in accordance with clause 14.44 ~~8~~ or
- g e) the appointment of research associates in accordance with clause 14.42 ~~9~~, or
- h f) renewal of a distance education tutor position in accordance with clause 14.43 ~~10~~.

14.4 Selection: Emergency Situation

An emergency situation is defined as one in which the time available to secure the services of a term employee is not sufficient to permit adherence to the 14 calendar day posting requirement of subsection 14.2.1.2. In such cases, the designated supervisor in collaboration with the Department Chair, shall be responsible for ~~recommending candidates to the OC President~~ **making the appointment.**

14.5 Selection: Term Appointment

Term appointments shall be filled in the following order:

- a) Part-time continuing **employees** in accordance with clause 14.6;
- b) Term employees with right of accrual in accordance with clause 14.7;
- ~~c) Non-instructional part-time continuing employees hired in accordance with clause 13.1.1.2 in accordance with clause 14.8;~~
- ~~d) Partial-load continuing employees in accordance with clause 14.9;~~
- e) **Offer to a former term employee in accordance with clause 14.10; With agreement between the designated supervisor and the department, term work may be offered to term employees with right of accrual on other campuses.**
- f) Open competition in accordance with clause 14.2.

~~Employees with accrual rights have the right to accrue up to a full-time workload.~~

The department shall structure work, where possible, to avoid the proliferation of part-time term appointments. (from 13.5)

14.6 Term Appointment Assumed by a Part-Time Continuing Employee Pursuant to Section 13.5.3.1

OC shall assign the part-time continuing employees in the appropriate department who have the right to accrue, up to a full-time workload, term work for which they are qualified as determined by the department. **The right for part-time continuing employees to accrue work is not campus specific. In the event that more than one part-time continuing employee is eligible for the available term work, the work shall be offered to qualified part-time continuing employee(s) on a seniority basis.**

14.7 Term Appointment Assumed by a Term Employee with Accrual Rights Pursuant to Section 13.5.1.2

14.7.1

If the term work has not been assigned pursuant to 14.6, then OC shall offer the term work to term employees **with accrual rights**, who have held a term appointment subsequent to July 1, 2006 and who have not had a break in service of more than 24 months. Such term work shall only be offered to term employees who are qualified as determined by the department. **In the event that more than one term employee with accrual rights is eligible for the available term work, the work shall be offered to qualified part-time continuing employee(s) on a Right of Accrual seniority basis.**

14.7.2

~~In the event that more than one term employee has the right to the same work, a departmental selection committee, pursuant to 14.2.2, shall interview eligible employees and recommend the candidate who shall have the accrual rights for the work in question up to a full-time workload.~~

14.8 Term Appointment Assumed by a Non-Instructional Employee Hired into a Part-Time Continuing Appointment Pursuant to 13.1.1.2

14.8.1

~~If non-instructional term work has not been assigned pursuant to 14.6 or 14.7, then OC shall offer the term work for which they are qualified as determined by the department to all non-instructional employees hired into part-time continuing appointments pursuant to 13.1.1.2.~~

14.8.2

~~In the event that more than one part-time continuing non-instructional employee has the right to the same work, a departmental selection committee, pursuant to 14.2.2, shall interview eligible employees and recommend the candidate who shall the right to accrue the work up to a full-time workload.~~

14.9 Term Appointment Assumed by a Partial-Load Continuing Employee

14.9.1

~~If a term appointment has not been assigned pursuant to 14.6 or 14.7, OC shall notify the partial-load continuing employees in the appropriate department who shall, subject to sections 14.9.2 and 14.9.3, have right of refusal, on a seniority basis, for such appointments for which they are qualified.~~

14.9.2

~~A partial-load continuing employee who assumes a full-time term appointment shall, for the duration of the appointment, be deemed to have taken a leave without pay from his or her partial-load continuing appointment, and shall receive the appropriate full-time salary in accordance with clause 33.1. The employee shall retain all the rights of his or her partial-load continuing appointment.~~

14.9.3

~~A partial-load continuing employee may accept a part-time term appointment in addition to his or her partial-load continuing appointment provided that the employee's total workload from the two appointments, taken together, would not constitute a full-time overload. Partial-load continuing employees who accept a part-time term appointment shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2 but shall not be eligible to claim travel expenses pursuant to clause 37.2.~~

14.10 Term Appointment Offered to Former Term Employee

~~A former term employee without rights of accrual may be offered a new term appointment provided the employee has given satisfactory service and the designated supervisor and the department are in agreement. In accordance with clause 34.1, former refers to a term employee who has been employed within the previous 24 months. It is the obligation of the term employee to provide OC with updated contact information.~~

14.11 14.8 Selection: Term Summer Session Appointment

~~When OC intends to offer a term Summer Session appointment, it shall notify continuing employees in the appropriate department who shall have right of first refusal, on a seniority basis, for the Summer Session work for which they are qualified pursuant to clause 20.42. If this right is not exercised by any employee on continuing appointment, this right shall pass to employees with right of accrual pursuant to Article 13.5. For the purpose of this clause the right of accrual shall not be~~

campus specific. If the appointment cannot be filled in accordance with clause 20.1 or 13.5, the appointment may be offered to a former term employee by application of 14.10. If the appointment cannot be filled by application of **this clause 20.1, 13.5 or 14.10** it shall be filled by open competition.

14.12-14.10 Selection: Research Associate

The selection process for research associate appointments shall be at the determination of the grantee in consultation with OC.

14.13-14.11 Selection: Distance Education Tutor

When OC intends to offer a distance education tutor appointment, it shall notify continuing employees in the appropriate department who shall have right of first refusal, on a seniority basis, for distance education work for which they are qualified pursuant to clause 20.24. If no continuing employee claims the course, it may be offered to a former distance education tutor provided the employee has given satisfactory service and the designated supervisor and the department are in agreement. In accordance with clause 34.1, former refers to a distance education tutor who has been employed within the previous two years. If the appointment cannot be filled in accordance with this clause, it shall be filled by open competition.

ARTICLE 16 – ADMINISTRATORS

16.1 Selection of Administrative Staff

16.1.1

~~With the exception of Deans or Directors of non-departmentalized schools,~~ The selection and appointment of administrative staff is the responsibility of OC.

16.1.2

OC shall normally strike a selection committee representative of the internal OC community for senior administrative positions **including the position of OC President.** ~~The OC President, or his or her designate, shall chair such a committee. A selection committee shall make recommendations in order of priority to the OC President.~~

16.1.3

OC shall consult with the Association if they are proposing not to establish a selection committee for a senior administrative position.

16.1.4

~~OC shall strike a selection committee representative of the internal OC community for the position of OC President. The Chair of the Board shall designate a Board member to chair such committee. The committee shall make its recommendation directly to the Board.~~

16.2 Seconded Employees

16.2.1

Secondment is a leave from a continuing position covered by this Agreement to a ~~term position~~ **a senior educational administrative position or to any other administrative position** within OC not covered by this Agreement. **The secondment shall be for a maximum period of three years and any work associated with the original position from which the employee has been seconded shall be considered replacement work.**

16.2.2

For the purposes of this Agreement, the term seconded employee denotes an OC ~~administrative officer~~ **administrator** on secondment from a continuing appointment covered by this Agreement.

16.2.3

~~An employee on a continuing appointment having held a position covered by this Agreement and having subsequently been seconded by OC,~~ **A seconded employee shall be entitled to return to the original position from which he or she was seconded without any loss of seniority. The seconded employee shall return to the original position on the agreed upon date or earlier by mutual agreement between the employee and OC.**

16.2.4

Notwithstanding the provisions of this Article, employees on secondment waive access to the benefits, terms and conditions of this Agreement while on secondment. For the purposes of extended study leave, the term of secondment is not credited toward the period of work required prior to application.

16.2.5

Seconded employees shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary they would have received had they been in the bargaining unit throughout.

16.2.6

A seconded employee may be assigned teaching duties to a maximum of one teaching load unit (TLU) per semester unless that work is claimed by an individual who has been **laid off** ~~terminated~~ and has right of recall. In addition, seconded employees may undertake directed studies courses and thesis supervision. **Such assigned teaching duties will result in no additional remuneration for the seconded employee and will not draw on the instructional budget of the department.**

16.2.7

A seconded employee who continues to work in a senior educational administrator position after three (3) years shall be assigned an attached position pursuant to 16.3 and shall no longer be considered a seconded employee.

16.3 Attached Positions for Senior Educational Administrators

For the purposes of this Agreement, the term "**Senior Educational Administrators**" refers exclusively to the positions of President, Vice Presidents, ~~Education,~~ Academic Deans, ~~Directors of Schools,~~ **Associate Deans, Regional Deans,** and the Director of Library Services.

16.3.1

Subject to 16.3.2 a position shall be attached to the appointment of a senior educational administrator for the duration of the administrative position(s) held by the senior educational administrator. A senior educational administrator who has an attached position is not on leave from a position within the bargaining unit as contemplated by 13.1.2.2 (a). No replacement work shall be associated with an attached position assigned to a senior educational administrator.

16.3.2

An attached position may be obtained in one of the following two ways:

16.3.2.1

A senior educational administrator who was seconded in accordance with 16.2 and who then continues in a senior educational administrator position shall be assigned an attached position in the department from which he or she was seconded.

16.3.2.2

A senior educational administrator who was not seconded shall be eligible to apply to the Vice President Education for an attached position.

16.3.2.2.1

The Vice President Education may authorize a departmental selection committee comprising four continuing employees from the department, including the Department Chair. Where there are fewer than four continuing employees in the department, the committee shall include continuing employees from a related department to constitute a committee of four.

16.3.2.2.2

In the case of such selections, no attached position shall be offered without a positive recommendation by a majority of the selection committee.

16.3.3

A senior educational administrator with an attached position ~~A seconded employee~~ may be assigned teaching duties to a maximum of one teaching load unit (TLU) per semester unless that work is claimed by an individual who has been ~~terminated~~ laid off and has right of recall. In addition, ~~a senior educational administrator with an attached position seconded employees~~ may undertake directed studies courses and thesis supervision. **Such assigned teaching duties will result in no additional remuneration for the senior educational administrator and will not draw on the instructional budget of the department.**

16.3.4 Entry or Re-Entry to the Bargaining Unit of Senior Educational Administrators

A senior educational administrator who holds an attached position and who wishes to enter or re-enter the bargaining unit and assume a continuing appointment shall advise OC, the Association and the Department Chair, in writing, no later than January 1st before the return to the bargaining unit. The effective date of entry or re-entry to a bargaining unit in a continuing appointment shall be August 1st unless a mutually agreeable alternative date is determined by the employee, the department and the designated supervisor.

16.3.5

A senior educational administrator who enters or re-enters the bargaining unit ~~Seconded employees~~ shall not retain any administrative stipend or salaries when they return to the bargaining unit and shall receive the salary ~~they~~ **he or she** would have received had ~~they~~ **he or she** been in the bargaining unit throughout.

16.3.6

A senior educational administrator who was seconded to an administrative position as per Article 16.2 shall retain seniority based on the initial date of hire into his or her faculty continuing appointment. A senior educational administrator who was not seconded to an administrative position shall be placed on the seniority list as of the date of entry into the bargaining unit.

Delete extant 16.2 to 16.5 inclusive

ARTICLE 17 – DUTIES AND RESPONSIBILITIES OF FACULTY

17.1 Duties and Responsibilities

Faculty members have certain roles and responsibilities that derive from their positions as teachers, professionals and scholars. With the exception of research associates and distance education tutors, the professional roles and responsibilities of a faculty member include an awareness of current scholarship and continuing mastery in one's field, instructional and professional duties as described in 17.1.1, professional development as described in 17.1.2, and service as described in 17.1.3. In addition, duties and responsibilities may include scholarly activity, as described in 17.1.4. The pattern of these duties may vary among disciplines and classifications, and from individual to individual, pursuant to the provisions of this Article.

17.1.1 Instructional and Professional Duties

17.1.1.1

The instructional duties of a college professor may include all or any of the following: instructional (teaching) assignments; course preparation and program revision; development of new programs and modes of delivery; evaluation of student work; instruction of laboratory exercises, concepts, theories, techniques and use of equipment; student contact for purposes of advising, tutoring and supervision both in and outside of the lecture or laboratory period; revision and development of existing and/or new courses in all formats; preparation of materials for use in laboratories; set-up and take down of laboratory materials; preparation of timetables; control of inventory, maintenance of equipment; ordering of materials; Prior Learning Assessment (PLA) and PLA co-ordination; and other functions related to instruction.

17.1.1.2

The professional duties of a librarian may include all or any of the following: ~~reference;~~ **library and research** instruction; **coordination and provision of reference service;** **development of support materials and guides;** assisting faculty, staff and students in the accessing of ~~materials and using of library materials,~~ **electronic** resources and facilities; ~~library supporting~~ of research; liaison with instructional departments, campuses and other OC bodies as appropriate; **co-ordination and development of internal library systems and external Internet-based systems;** **collection development including collection assessment;** **co-ordination of the selection, acquisition and licensing of library material and/or electronic resources;** ~~serials co-ordination;~~ **co-ordination and provision of classification and cataloguing services;** ~~researching and compiling bibliographies and collection guides;~~ **collection development;** **evaluation of library systems and services;** and other related librarian duties.

17.1.1.3

The professional duties of a counsellor may include all or any of the following: personal, career and academic success counselling **services;** ~~course and program advising for individuals and groups of OC students, school students, and members of the community;~~ **response to student crises and emergencies;** ~~preparation and provision of career, course and program information for students and staff;~~ case consultation; **testing and psycho-educational assessment;** development, delivery and evaluation of **student success** courses and workshops ~~related to the counselling function;~~ **practicum and internship supervision;** community and professional educations; ~~preparation and delivery of programs that will assist students with the development of study skills and/or compensatory learning strategies;~~ consultation **for** and liaison with **OC** departments, college **faculty** and staff, as well as community representatives and groups; administration and interpretation of psychoeducational assessments and testing; ~~preparation and delivery of professional development activities for staff and faculty on topics related to learning disabilities and adaptive learning;~~ **administrative duties;** **regional campus duties that are congruent with the counselling discipline;** and other ancillary counselling and advisory functions.

17.1.1.4

The professional duties of an intercollegiate athletics, recreation and student life coordinator include any or all of the following: planning, promotion, and administration of recreational, athletic, cultural or social activities for students, including the supervision of organizers of such programs.

17.1.1.5

The professional duties of an educational technology coordinator may include any or all of the following: supporting, encouraging and assisting faculty throughout OC in the non-traditional delivery of courses and programs using educational technologies which include Internet/World Wide Web, video and/or audio conferencing, audiographics or computer based multi-media; working closely with Computing and Media Services on requirements to support educational technology initiatives; working with other institutions and systems partners to share expertise in educational technology; participating in the planning activities of the Educational Technology Team, coordinating demonstrations of existing educational technology applications; providing workshops in the use of emerging educational technologies; and administrative duties.

17.1.2 Professional Development

Professional development is activity intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise.

17.1.3 Service

Service may include all or any of the following: school visitations; active membership on appropriate college or union committees, councils or boards; participation in professional or academic organizations; application of the employee's academic or professional competence or expertise in the community at large; attendance at articulation meetings; representing OC at other functions; administrative duties; and other duties as specified in this Article. Part-time term employees **without right of accrual** shall not be required to perform service.

17.1.4 Scholarly Activity

17.1.4.1 Definition

Scholarly activity shall be understood to include scholarship, research and creative activities. Scholarship involves oral or written activities that reflect a thorough and critical collection of knowledge of one's profession or discipline. Research involves contributing to the expansion of knowledge and the sharing of that knowledge through appropriate professional means. Research includes application of research findings for purposes of practical application. Creative activities involve creative practice, exhibition, performance, composition, multimedia presentations and other similar activities that reflect applied practice of one's profession or discipline.

17.1.4.2 Scholarly Activity Duties

Upon request to the designated supervisor, faculty members may be released from instructional and/or professional duties ~~to devote their time, or a portion thereof, to~~ **for an assigned** scholarly activity **as part of their workload**. ~~An employee who has been approved for a scholarly activity assignment shall engage in scholarly activity pursuant to this article and is subject to summative evaluation. OC shall notify all continuing employees of application dates and procedures for scholarly activity release. Applicants shall be informed of the results in a timely manner.~~

17.1.4.3 Scholarly Activity Reporting

~~Notwithstanding Article 21 (Evaluations),~~ Employees are required to prepare a Scholarly Activity Report detailing the scholarly activity accomplished during the period of the assignment. This report shall be provided to the designated supervisor ~~and shall form part of the employee's next evaluation.~~

17.2 Research Associate Duties

The duties of a research associate shall include collaboration in, and assistance with, research projects under the supervision of the grantee. With the exception of duties outlined in this clause, research associates' work shall not otherwise include duties normally performed by other employee classifications listed in this Agreement. An outline of the duties to be undertaken by a research associate will be provided to the Association by OC.

17.3 Distance Education Tutor Duties

The role of a distance education tutor may include all or any of the following: distance education course preparation; providing assistance and encouragement to students; monitoring student progress; evaluation of student work; provision of ~~seminars or workshops~~ **interactive tutorial sessions** when required by OC; provision of dedicated time for individual contact with assigned students; professional duties; and other duties related to the tutoring service as may be assigned by OC. **Distance education tutors do not provide direct instruction.**

17.4 Duty Period

17.4.1

The duty period for full-time continuing employees shall be 12 months less vacation time.

17.4.2

The duty period for part-time continuing employees hired pursuant to 13.1.1.2 shall be as specified in the offer of appointment.

17.4.3

The duty period for an employee on a term appointment shall be as specified in the offer of appointment ~~(see 13.4.4).~~

17.4.4

There shall not be more than five days of scheduled duty per calendar week for any employee, and there shall be at least two consecutive days with no assigned duties.

17.4.5

With the exception of college professors who have accepted a six-month partial load continuing appointment, the total instructional duty period for a continuing or full-time term college professor in any one academic year shall not normally exceed 34 weeks except in the case of college professors scheduled to teach in programs and courses which extend beyond 34 weeks. College professors assigned such instructional duties shall receive a stipend in accordance with section 33.3.

17.5 Office Hours

College professors shall post and provide an appropriate number of scheduled office hours for student contact.

17.6 Course and Program Development

17.6.1

The development of new programs and modes of delivery shall be part of a workload. If assigned, a faculty member requested to perform such duties shall be given adequate release time from other assigned duties to perform such work, provided that arrangements satisfactory to the college professor, the department, and the designated supervisor are made. The amount of release time for the performance of such assigned responsibilities shall be mutually agreed.

17.6.2

The development of distance education work is subject to the following provisions:

17.6.2.1

The appropriate chair shall be notified, and continuing employees in the appropriate department shall have first right, on a seniority basis, for the work for which they are qualified.

17.6.2.2

If the course development work involves extensive development of a distance education course offering (equal to at least one TLU of release time), OC shall offer release time in accordance with section 17.6.1. The determination of the requirement for extensive development and the subsequent amount of release time for the performance of such assigned responsibilities shall be mutually agreed between the department and the designated supervisor.

17.6.2.3

If the course development work involves revisions to distance education course offerings which may equate to less than a one TLU equivalent release a college professor requested to perform such duties shall be given a separate part-time term appointment and paid in accordance with the part-time salary formula in clause 33.2.2. The time to perform the work shall be mutually agreed between the department and the designated supervisor.

ARTICLE 18 – WORKLOADS FOR COLLEGE PROFESSORS

18.1 Assignment of Duties

18.1.1

The designated supervisor shall assign duties as required. It is the responsibility of the designated supervisor to assign duties and to ensure such duties are assigned in a fair and equitable manner. (See 25.4.3)

18.1.2

When assigning duties the designated supervisor shall take into consideration an individual employee's request, and the recommendations of the department regarding instructional, professional or other duties as appropriate.

18.1.3

If possible, every college professor **on continuing appointment** shall receive an annual assignment of instructional and non-instructional duties by May 31. This assignment may only be revised with appropriate consultation.

18.2 Teaching Workloads

18.2.1

The **department's recommendation of the** teaching workload for a college professor shall be determined in accordance with ~~the normal practice of the department and~~ the requirements of this article. Factors to be taken into account when ~~assigning~~ **recommending** a College Professor's instructional workload shall include, but not be limited to the following: **employees' requests**; the number of courses new to the employee; the total number of students; the number of new course preparations; **required travel**; pedagogical considerations; class timetabling; program needs; teaching workloads in previous years; independent study courses; thesis supervision; demands of alternative teaching and evaluation methodologies; and other assigned duties.

~~18.2.2~~

~~The department shall recommend to the designated supervisor the teaching workload for each college professor.~~

18.2.3

The designated supervisor shall approve or not approve each teaching workload. In the exceptional event that the designated supervisor does not approve the recommendation of the department, he or she shall give reasons to the department for not approving the workload and request that the department reconsider its recommendations and provide a revised recommendation. Should the department and the designated supervisor reach an impasse, the designated supervisor shall assign the teaching workload.

18.2.4

Departments should, whenever possible, limit the number of new course preparations assigned to college professors who are on probation.

18.2.5

The time and place for each course are determined by the appropriate OC authority. Reasonable requests by college professors for scheduling shall be accommodated where possible.

18.3 Teaching Workload Measures

18.3.1 Definition

A Teaching Load Unit (TLU) is the work required for the preparation and delivery of a one-semester, three-hour per week lecture course.

18.3.2 TLU Values

A one-semester, three-hour per week lecture course has a TLU value of one. TLU values for other teaching formats shall be calculated as follows:

1 lecture hour = 1/3 of a TLU

1 seminar or laboratory hour = 1/6 of a TLU

18.4 Teaching Workload Limits

18.4.1 Instructional Year Workload Limit

The instructional year teaching load for a full-time college professor shall not exceed eight (8) TLUs unless there is agreement to do so between the college professor, the department, and the designated supervisor.

18.4.2 Semester Instructional Workload Limit

~~A college professor shall not be assigned to teach more than four (4) TLUs in any one semester except in exceptional circumstances and unless there is agreement to do so between the college professor, the department and the designated supervisor.~~

Instructional workloads may be assigned to a maximum of 4.5 TLUs in any one semester and not be considered overload provided the instructional year workload does not exceed the limit of 8 TLUs per 18.4.1. Where the instructional workload exceeds 4.0 TLUs in a semester, the assigned instructional duties cannot exceed 18 hours per week.

18.4.3 Weekly and Daily Hour Limits

18.4.3.1

The total assigned duty time for a full-time college professor shall not exceed 30 real hours per week, exclusive of time for meals and breaks.

18.4.3.2

The instructional duties for a full-time college professor may normally be assigned over a time span of more than ten hours on only one day in any one calendar week. Every reasonable effort shall be made to ensure that on that one day the time span does not exceed 12 hours, **inclusive of travel**.

18.4.3.3

Unless arrangements satisfactory to the college professor, the department, and the designated supervisor are made, a time span of 12 hours shall elapse between the end of assigned duties on a given day, **including travel**, and the commencement of assigned duties on the following day when the time span of assigned duties on the given day, **including travel**, exceeds 12 hours.

18.4.3.4

Unless the college professor, department, and designated supervisor mutually agree, a college professor shall neither be assigned a teaching workload that includes more than one (1) course per semester scheduled to begin before 8:00 a.m. or end after 6:30 p.m. nor be assigned a teaching workload that includes teaching outside of these times more than twice a week.

18.4.3.5

Travel time to an adjacent campus shall be counted as one hour each way and travel time to a non-adjacent campus shall be counted as two hours each way.

18.4.4 Limitation on Course Preparations

At any given time, a college professor shall not be assigned more than three 3-credit course preparations or the equivalent. This limit may be exceeded if there is agreement to do so between the college professor, the department and the designated supervisor.

18.4.5 Limitation on Travel

A college professor shall not be assigned a teaching workload requiring more than two trips per week to an adjacent campus or one trip per week to a non-adjacent campus, unless there is an agreement between the college professor, the department and the designated supervisor.

18.5 Class Sizes

In the annual assignment of duties, the designated supervisor shall consult with the department in determining appropriate class sizes for individual courses. In making such a determination, the designated supervisor shall consider operational requirements, sound pedagogical principles, and the workload implication of teaching such courses (also see Letter of Understanding #6).

18.6 Semester Length

Standard one-semester lecture and laboratory sections shall be 17 weeks duration, including preparation, delivery and final exam time.

18.7 Workload Credit

18.7.1 Summer Session

A college professor who teaches Summer Session courses shall receive, at his or her discretion, payment as determined by the appropriate part-time salary formula in 33.2.2, ~~or workload credit for future release from assigned duties. An employee who intends to claim accumulated workload credit shall make written application to his or her designated supervisor by December 1 of the year preceding the academic year of the intended workload release. Such requests shall not be unreasonably denied.~~

18.7.2 Overload

A college professor whose teaching assignment results in an annual fall and winter teaching workload in excess of 8 TLUs shall receive, at his/her discretion, payment as determined by the appropriate part-time salary formula in 33.2.2, or workload credit for future release from assigned duties. If an overload is being banked as workload credit for future release from assigned duties then the amount of the overload in TLUs shall be agreed in writing between the employee and the designated supervisor.

18.7.3 (new) Claiming Workload Credit

An employee who intends to claim accumulated workload credit shall make written application to his/her designated supervisor ~~by December 1 of the year preceding the academic year of the intended workload release. Such requests shall not be unreasonably denied.~~ **The designated supervisor shall approve or deny such requests subject to operational requirements.**

ARTICLE 19 – WORKLOADS OF NON-INSTRUCTIONAL FACULTY

19.1

The designated supervisor shall assign duties as required. The assignment of duties shall be done in consultation with the employee and the employee's department or area.

19.2

Each continuing employee shall receive a yearly assignment of duties, whenever possible by May 31. These assignments may only be revised with appropriate consultation.

19.3

The total assigned duty time for a full-time librarian, **counsellor**, intercollegiate athletics, recreation and student life coordinator and educational technology coordinator shall not exceed 35 hours per week, unless arrangements satisfactory to the employee, the department or area, and the designated supervisor are made. Such arrangements shall take the form of either overload remuneration (see clause 19.7) or compensatory time off (see clause 19.8).

19.4

~~The total assigned duty time for a full-time counsellor shall not exceed 35 hours per week, unless arrangements satisfactory to the counsellor, the department, and the designated supervisor are made.~~

[renumber subsequent positions]

19.5

The total assigned duty time for a part-time term librarian, counsellor, intercollegiate athletics, recreation and student life coordinator and educational technology coordinator shall be less than 29.75 hours per week.

19.6

The total assigned duty time for a research associate shall normally not exceed 35 real hours per week. Exceptions to this may take place given the demands of the research project and provided that the excess is assigned in a fair and reasonable manner.

19.7 Overload Remuneration

19.7.1

With the exception of the application of clause 19.8 (Compensatory Time Off), the employee shall be deemed to have an overload when in any given week the total assigned duty of a librarian, counsellor, intercollegiate athletics, recreation and student life coordinator or educational technology coordinator is greater than 35 hours.

19.7.2

No employee's total workload shall, unless agreed to by the employee, exceed 45 hours per week, and the duration of an emergency overload shall not exceed four weeks except by mutual agreement between the employee and the designated supervisor.

19.7.3

Overload remuneration shall be paid for the number of ~~equivalent~~ **assigned** hours per week in excess of the limits specified in section 19.7.1 calculated on a weekly basis. This remuneration shall be in addition to the employee's regular salary.

19.7.4

The amount of overload remuneration for each week of overload shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(W-35)(N)(S)(1.5)}{(35)(52)} \quad \text{where}$$

W is the total workload in any given week expressed in ~~equivalent~~ **assigned** hours,

N is the number of weeks of overload, and

S is the annual salary.

19.7.5

In the case of an emergency load arising from Articles 26 (Retirement and Resignation), 31 (Censure, Suspension and Dismissal), 41 (Sick Leave) or 43 (Other Leaves), the overload limits of clauses 19.3 and 19.4. The department concerned shall endeavour to distribute the absentee's load among colleagues in an equitable manner. If the department cannot resolve this issue, the designated supervisor shall assign this workload.

19.7.6

Equivalent time off in lieu of overload remuneration shall be granted if there is agreement between the employee and the designated supervisor.

19.8 Compensatory Time Off

If the arrangements referred to in clause 19.3 take the form of compensatory time off, the following shall apply:

19.8.1

Assigned duty hours in excess of 35 hours per week shall be banked on an hour-for-hour basis for use as compensatory time off.

19.8.2

An employee with accrued compensatory time off shall take such time under arrangements satisfactory to the employee, the area, and the designated supervisor.

19.8.3

If compensatory time off is to be taken, then such time off must be taken by August 31st of any year. Any compensatory time off not taken by August 31st of any year shall be converted to overload remuneration in accordance with clause 19.7.

ARTICLE 20 – SPECIAL COURSES

20.1 DIRECTED STUDIES COURSES

20.1.1

Directed Studies courses are courses designated as such in the OC calendar or timetable, and identified by the department within one of the following three categories:

20.1.1.1 Directed Studies: Research

Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who engages in a directed investigation of a research problem that involved generation of original data.

20.1.1.2 Directed Studies: Readings

Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who conducts an in-depth literature review of a selected topic in an area in which the college professor is qualified.

20.1.1.3 Directed Studies: Attached Supervision

Faculty assigned this type of Directed Studies course shall undertake the supervision of a student who is engaged in an activity which is a required component of a course but which involved the additional supervision of another college professor.

20.1.2

OC may assign a maximum of four students at any one time, subject to the agreement of the designated supervisor, the department and the employee.

20.1.3

Directed Studies courses carry no workload credit.

20.2 Summer Session Courses

20.2.1

Summer Session courses are courses which are offered during the months of April, May, June, July or August, and which are separate from the regularly scheduled Fall or Winter semester course offerings. Employees on continuing appointments shall not be assigned instructional duties during any Summer Session but may accept such work.

20.2.2

Continuing employees shall have right of first refusal for work for which they are qualified, as determined by their department, on a seniority basis, offered during the Summer Sessions in their departments. ~~Employees who accept this work shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2. Alternatively, they may bank the equivalent workload credit for future credit pursuant to 18.7.~~

20.2.3 (new) Summer Session Compensation

Employees who accept this work ~~teach Summer Session courses~~ shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2 **with the appropriate full-time salary (S) set at step 7 of the salary scale in Appendix A.** ~~Alternatively, they may bank the equivalent workload credit for future credit pursuant to 18.7.~~

20.3 External Studies (LOU #1)

External Studies work for which the Faculty Association is certified and in which direct instruction occurs outside of the OC region shall be delivered in accordance with the following:

20.3.1

College Professors shall not be assigned External Studies work but may accept such work. Employees who choose to participate in External Studies shall be paid in accordance with the part-time salary formula in clause 33.2. Alternatively, continuing employees may choose to bank the equivalent workload credit for future credit pursuant to 18.7.3.

20.3.2

The terms and conditions of work for College Professors engaged in External Studies will be as if the Professor is working at their normally assigned campus.

20.3.3 Exceptions

~~Notwithstanding 20.3.2, any exceptions to the collective agreement that are made to enable the offering of an External Studies course shall be with the agreement of OC and the Faculty Association.~~

20.4 (was 20.3) Other Special Courses

20.4.1

~~Other special courses include instructional activities such as courses, sections of courses, or bibliographic instructions which are taught by teleconferencing or videoconferencing, videotaped, recorded, broadcast or televised, or transmitted or received via the Internet.~~ **Special Courses are courses or sections of courses that are taught by College Professors and which rely on alternate modes of delivery. Alternate modes of delivery may include: teleconference, videoconference, recordings, broadcast, telecast, podcast, webcast delivery via the Internet. Such courses or sections of courses are not associated with a pre-determined workload measure established in 18.3.**

20.4.2

Continuing employees shall not be assigned other special courses; continuing employees may accept such work.

20.4.3

Prior to offering such work, the designated supervisor and the department shall agree on the appropriate workload (TLU) credit for college professors.

20.5 (was 20.2) Distance Education Courses

20.5.1

Distance education courses are courses that do not include direct instruction by a Distance Education Tutor. Distance education courses are ~~correspondence~~ **asynchronous** courses in which **pre-prepared print-based and/or digitized material is provided to the student as is the primary sole method of delivery as an alternative to direct instruction.** ~~along with instructional videotapes or audiotapes~~ **Such courses are tutored by Distance Education Tutors and are sometimes augmented by interactive tutorial sessions, individually or in groups, face-to-face or on-line.**

Preparation and delivery of direct instruction, whether lectures, seminars or labs, are college professor duties, not tutor duties. ~~and sometimes augmented by face-to-face seminars and labs.~~ Continuing employees shall not be assigned distance education coursework but may accept such work.

20.5.2

A continuing employees who teach **tutors** distance education courses shall **do so as a DE tutor and, at his or her** their discretion, **shall** receive additional compensation as determined by the appropriate salary formula in clause 33.5 or banked workload credit for future release from assigned duties per 20.2.4 below.

20.5.3

The total assigned duty shall be defined in terms of the number of assigned students, which at any time shall not exceed 115 for a part-time distance education tutor, and the number of contact hours of seminar or workshop. A contact hour is defined as one hour of seminar or workshop in which the students are assembled in a class.

20.5.4

For the purposes of section 20.2.2, each student who is registered in a distance education course section 18 days after the official commencement date of the course section is equivalent to one-fortieth (1/40) of a TLU.

20.6 Continuing Studies Courses

Workload clauses shall not apply to Continuing Studies general credit and non-credit courses.

ARTICLE 21 – EVALUATIONS

21.1 Formative Teaching Evaluations

OC may conduct teaching evaluations in order to assess teaching performance for the purpose of developing and maintaining a high standard of teaching effectiveness. The teaching evaluations and their administration shall be in accordance with the provisions of Letter of Understanding #3.

21.1.1 Annual Report

21.1.1.1

Each continuing employee **and term employee with right of accrual** shall submit an annual report for the preceding calendar year **(May 1 to April 30)** to his or her designated supervisor on or before May 15.

21.1.1.2

The annual report shall be completed in a standardized format, made available to the employees in a timely fashion, and shall include:

- a) responsibilities derived from the yearly assignment of duties. For college professors this shall include teaching, course and program development or revision, and student advising activities.
- b) professional development activities (see 17.1.2)
- c) service (see 17.1.3)
- d) scholarly activity (see 17.1.4)
- e) other activities as determined by the employee.

21.1.1.3

The annual report with any comments may form part of a summative evaluation.

21.1.1.4

The designated supervisor may meet with the employee to review the annual report and to provide feedback with regard to the report. No written feedback may be appended to the annual report, without this meeting. If this meeting is to form part of a summative evaluation then it shall take place no later than June 15. The employee has the right to representation by the Association at this meeting.

21.2 Summative Evaluations

21.2.1

The OC President or the designated supervisor may conduct an evaluation of an employee at any time. At least five working days' notice in writing shall be given by OC to the employee to be evaluated together with a written statement indicating why the evaluation is considered necessary. The evaluation shall take place in the semester in which the notice is given.

21.2.2

Prior to undertaking the evaluation, the OC President and/or the designated supervisor shall discuss with the employee being evaluated the manner in which the evaluation will be carried out.

21.2.3

Within 20 working days of completion of an evaluation, a written report on the results of the evaluation including recommendations, if any, shall be provided to the employee. **The evaluation will result in the conclusion that the employee is either "satisfactory," "requires improvement," or is "unsatisfactory."**

21.2.4

If the designated supervisor makes use of an employee's annual report as part of a summative evaluation then this use is restricted to the latest annual report. ~~If the designated supervisor does not meet with the employee by June 15, then the evaluation shall be considered satisfactorily concluded.~~

21.2.5

Solely for the purpose of research associate appointments, the evaluation process shall be the determination of the grantee in consultation with OC.

21.2.6

The summative evaluation process shall be subject to the grievance procedure in Article 32 (Grievance Procedure).

ARTICLE 24 – EXTENDED STUDY LEAVE

24.1 Period of the Leave

24.1.1

Leave for the purpose of pursuing study may be granted to continuing employees for periods of six months or 12 months.

24.1.2

The 12 month leave period includes the two month vacation period. The six month leave period includes one month vacation and one month non-instructional duty time for employees on instructional appointments.

24.2 Extended Study Leave Fund

An extended study leave fund shall be established to cover: the salary, benefit costs, and ~~30%~~ **15%** of the employee's pension contribution (see section 24.5.2) for those employees on extended study leave, the salary and benefit costs for full time or part-time employees specifically hired to cover the duties of the

employees on extended study leave; advertising and recruiting expenses including relocation if necessary for replacement employees; and all expenses detailed under section 24.5.2. Unexpended funds shall be carried over from year to year. The fund shall be drawn from two sources: an annual budgetary provision of 3% of total salaries of continuing employees; and the regular salary and benefits of each employee on extended study leave.

24.3 Extended Study Leave Committee

24.3.1

The Extended Study Leave Committee shall be struck consisting of two representatives from OC and five continuing employees, one from each of the following:

- Arts
- Science
- Business
- Engineering Technologies
- Non-instructional

24.3.2

The employees on these committees shall be selected by a **confidential e-mail** ballot of all continuing employees in the groups listed above. The call for nominations and the balloting shall be conducted by the **appropriate Dean or Director** ~~existing committee~~. The term of appointment to the committee shall normally be two years with two or three positions open for election annually.

24.4 Eligibility

24.4.1

Any employee who has been on continuing appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave **of either 6 or 12 months**. Time spent on any leave without pay or on secondment (see clause 16.1) during the teaching year shall not constitute service with OC for the purpose of this Article. An employee accepting extended study leave shall agree to return to OC for one year after the expiration of such leave.

24.4.2 (new) Eligibility Credit for Term Employees Who Become Continuing

If an employee on a term appointment is subsequently offered a continuing appointment, service in the term appointment shall count as credit to a maximum of one year toward the eligibility for an extended study leave.

24.4.2

~~The initial request for leaves shall be limited to applications for periods of 12 months.~~

24.4.3

~~Provided the funds are not fully allocated following the initial requests for leaves, applications for leaves of both six months and 12 months will be considered.~~

24.5 Extended Study Leave Committee Policies and Procedures

24.5.1

With the exception of the following sections of this clause, the committee shall establish and publish guidelines for the review of applications and recommendations of candidates for extended study leaves.

24.5.2

An employee on extended study leave shall receive ~~70%~~ **85%** of his or her **continuing OC** salary. OC shall maintain employees on extended study leave on the health and welfare plans as in Article 35. OC shall be reimbursed for these premium payments from the extended study leave fund (see clause 24.2). The employee shall contribute to the College Pension Plan at the rate required by the ~~70%~~ **85%** level and the remaining amount required by the Pension (College) Act to credit him or her with a full year of service shall be paid by the extended study leave fund. OC shall continue to pay the 100% matching contribution.

24.5.3

If the employee's total remuneration from salaries and/or grants exceeds 100% of his or her normal OC salary, OC may reduce its contribution from ~~70%~~ **85%** to a lower level provided that his or her total remuneration from salaries and/or grants is not less than 100% of his or her normal OC salary.

24.5.4

The leave period shall count in full for increment, seniority, and pension purposes.

24.5.5

An employee shall apply to the Extended Study Leave Committee for extended study leave by October 1 ~~of the calendar year~~ preceding the ~~calendar~~ **academic** year in which the extended study leave is to commence. Applications shall include an outline of the proposed activities during the study leave period including dates of leave, place of study or work, the intended study program, and an estimate of the expenses to be claimed against the extended study leave fund, together with an estimate of remuneration from salaries and/or grants that may be received during the period of absence. The Extended Study Leave Committee shall review applications no later than November 1 each year and recommend to the OC President candidates for extended study leave. Approval or rejection of an application for extended study leave shall be given by December 1.

24.5.6

If a formal course of study is included in the extended study leave the employee shall be reimbursed from the extended study leave fund, upon the submission of receipts for tuition and/or registration and/or laboratory fees. The maximum reimbursement shall not exceed ~~4%~~ **10%** of Step 1.

24.5.7

An employee who has been granted extended study leave may, without prejudice, decline the study leave up until January 15 of the calendar year in which the study leave is to commence. If an employee declines a study leave, the Extended Study Leave Committee may select another candidate.

24.5.8

Failure to replace an employee on extended study leave shall not be used as evidence of redundancy of the employee's position.

24.5.9

Upon returning to OC and in keeping with the guidelines of the Extended Study Leave Committee, the employee shall submit a report to the designated supervisor describing the activities carried out during the leave.

24.6 Extended Study Leave Research Grant

Subject to the provisions of the Income Tax Act and the rulings of Canada Revenue Agency, OC shall provide a vehicle to allow eligible employees who are on extended study leave to designate a portion of their salary as a research grant.

ARTICLE 25 – DEPARTMENTS AND DEPARTMENT CHAIRS

25.1 Definition of Department

25.1.1

For the purpose of this Agreement, the term department designates the administrative sub-unit into which employees are appointed for the coordination and performance of their respective duties, and for the execution of the education activities of OC.

25.1.2

Where appropriate, the term "school" may be used to designate one of the academic sub-units referred to in 25.1.1. In such cases all provisions of this Agreement which pertain to departments shall also pertain to such single-department schools.

25.1.3

OC shall maintain a list of departments in Appendix B of this Agreement.

25.1.4

Departments shall not be created, dissolved, or merged without the approval of the Association. Such approval shall not be unreasonably withheld. **OC shall identify all employees affected by the creation, dissolution or merger of departments.**

25.1.5

Other than employees identified in the process of 25.1.4, employees may not be transferred from one department to another without the agreement of the employee in question.

25.2 Members of Departments

The members of a department shall be all employees appointed to that department, including employees holding cross-appointments under clause 13.7 and employees appointed to that department who have been seconded to an administrative position in accordance with clause 16.1 (Seconded Employees).

25.3 Responsibilities of Departments

25.3.1

The department shall establish its own operating procedures, which shall be consistent with the provisions of this Agreement and OC policies. All department members are expected to contribute to administrative functions of the department.

25.3.2

The administrative functions of the department shall include: program and curriculum development; long-term planning; general surveillance of educational standards; exchange leaves; scholarly activity; the setting and grading of examination papers; the selection and ordering of texts; the establishment of reading lists; the initiation and implementation of curricular changes; course outlines; articulation; library materials; the development of an annual educational plan and recommended workload assignments; the development of the departmental budget; other budget responsibilities as assigned by OC, and other matters as specified in this Agreement.

25.4 Department Chairs

25.4.1

OC shall appoint a Chair for the Counselling, Library, and every instructional department from among those departmental members holding continuing appointments. ~~In the event that OC is unable to appoint a Chair according to this Article, the designated supervisor shall act as interim Chair.~~

25.4.2

A Chair shall: represent and act on behalf of the department in the Faculty and OC matters; ensure that the department performs the administrative functions described in clause 25.3.2; ensure that the department operates in accordance with ~~Departmental Guidelines~~ **the established guidelines of the department**, and other policies and procedures that are adopted by the department and the **Faculty portfolio** and OC; facilitate communication among department members, and between the department and other departments, the ~~Faculty(ies)~~ **portfolios**, the designated supervisor, OC, ~~the universities,~~ **other educational institutions**, professional associations, and program advisory committees.

25.4.3

A Chair shall also make recommendations to the Dean or Director on the annual educational plan and workload assignments. The Chair shall endeavour to ensure that departmental recommendations on workload assignments reflect a fair and equitable distribution of workload in accordance with clause 18.1.

25.4.4

A Chair shall also ensure that departmental selection committees and other relevant departmental committees are struck and proceed in accordance with the provisions of this Agreement.

25.4.5 (new)

The performance of chair duties in non-instructional departments shall occur during the total assigned duty time of 35 hours per week as outlined in Article 19.

25.4.6 (renumbered)

~~In the Library the department chair's workload credit may be reduced by up to 50%. In such a case, there shall be a corresponding reduction in the duties of a chair. The Director of Library Services shall be responsible for communication between the Library, and~~ **other educational institutions** ~~the universities, professional associations, and program advisory committees. The Chair shall have a collaborative role with these duties.~~

25.5 Selection Procedure

25.5.1

A Chair shall be appointed according to the following procedure:

- a) Only continuing employees in the department shall be eligible for the position of Chair **and shall be eligible to vote.**
- b) **The recommendation to the designated supervisor of a department member for the position of Department Chair shall be determined by an election at a meeting of the department. The position of Chair shall be posted on the College's intranet site.**
- c) **The members of the department shall be notified by the designated supervisor of the pending election at least two weeks prior to the date of the election.**
- d) ~~The recommendation to the designated supervisor of a department member for the position of Department Chair shall be determined by an election at a meeting of the department. The~~ **nomination and voting shall take place at a meeting of the department unless the designated supervisor and the department agree upon an alternative electoral process.** The designated supervisor shall act as chair for the election.

25.5.2 (moved)

In the event that OC is unable to appoint a Chair according to this Article, the designated supervisor shall act as interim Chair.

25.6 Term of Appointment

25.6.1

The term of a Chair shall normally begin on July 1 and shall normally have a length of three years.

25.6.2

A Chair who anticipates being absent **on leave for a continuous period of three months or more shall provide notice to the designated supervisor at least one month in advance of the leave and shall relinquish the position of Chair no later than the commencement of their leave or by June 30, whichever occurs first.**

25.6.3

A Chair who or who is absent for a continuous period of three months or more shall yield the relinquish the position of Chair. In such event, election of a new Chair shall normally take place within one month.

25.6.4 (renumbered)

Department Chair Review Recall

~~Department members shall participate in the periodic review of the performance of the Chair. Such review may result in the department members recommending recall of the Chair to the OC President.~~

A Chair may be recalled according to the following procedure:

- a) Continuing employees in the department shall be eligible to initiate a motion of non-confidence through a written and seconded notice of motion to the designated supervisor.
- b) The department shall be notified by the designated supervisor of the pending vote, at least two weeks prior to the date of the vote.
- c) The motion of non-confidence and voting shall take place at a meeting of the department. The designated supervisor shall act as chair for the vote.
- d) Only continuing employees shall be eligible to vote.
- e) In the event the Chair is recalled, the designated supervisor shall act as interim chair until such time as a new Chair is elected and appointed.

25.6.5 (renumbered)

A Chair shall be expected to be available for consultation during the whole calendar year except during his or her vacation period. The Chair shall designate an Acting Chair during his or her vacation period.

25.7 Instructional Departments

Chairs of instructional departments shall be released from a portion of their teaching assignment for the performance of the chair duties. Based on the normal instructional year teaching load of eight (8) TLUs, a Chair shall receive workload credit according to the following:

Number of FTEs in the Department

Less than or equal to 5

Greater than 5 but less than or equal to 10

Greater than 10

Teaching Load Release

3 TLUs

4 TLUs

6 TLUs

There shall be at least 1.0 TLU of teaching load release in each semester unless other arrangements are mutually agreeable between the Chair and the designated supervisor.

25.8 Chair Stipend

Effective at the date of ratification, a Chair shall receive an annual stipend, payable bi-weekly, for performance of duties based on Step 1 of the Salary Scale.

<u>Number of FTEs in the Department</u>	<u>Annual Stipend</u>
Less than or equal to 10	1.4%
Greater than 10	1.8%

ARTICLE 26 – RETIREMENT AND RESIGNATION

26.1 Retirement

26.1.1

~~Unless section 26.1.2 is invoked, an employee on continuing appointment shall retire on June 30 following his or her 65th birthday.~~

26.1.2

~~If an employee wishes to continue his or her employment on a yearly basis, he or she may apply to the OC President on a yearly basis for an extension.~~

26.1.3

An employee who wishes to retire must be at least age 55 and, ~~if retiring before the mandatory retirement age,~~ must give at least six months' notice in writing **by December 31st of the fiscal year prior to the planned retirement to the OC President or their designated supervisor with a copy to Human Resources.** This notice period may be waived by mutual consent in writing. **A college professor shall not retire during an instructional period without mutual agreement.**

26.1.4

Upon retirement, a continuing employee shall be entitled to a cash payment equal to his or her accumulated sick leave to a maximum of 60 days, as well as the normal vacation benefits due for that year. Any cash payment of vacation shall be limited to the balance of unused vacation to a maximum of 30 days (see 39.1.5.2).

26.2 Early Retirement Incentive

26.2.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

26.2.2 Eligibility

An employee must have a minimum of ten years of full-time equivalent service at OC.

26.2.3 Incentive Payment

26.2.3.1

OC may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts:

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

26.2.3.2

OC may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

26.2.3.3

Eligible employees may opt for a partial early retirement with a pro-rated incentive.

26.3 Service Recognition on Retirement Allowance

An employee on a continuing appointment who is retiring and who has a minimum of five (5) completed full-time equivalent years of service with the College or its predecessors shall, subject to the Memorandum of Agreement titled "Service Recognition on Retirement", receive a service recognition retirement allowance at the rate of five (5) working days for every year of completed full-time equivalent service with OC, prorated. Overloads, summer session, extended semester and DE work shall not be included in the calculation of full-time equivalent service for the purposes of this clause.

The service recognition allowance shall not be payable to employees terminated for cause.

ARTICLE 33 – SALARY

33.1 Salaries for Employees on Continuing Appointments

33.1.1

~~The salaries for full-time continuing employees for September 1, 2005 to March 31, 2006 shall be as given in Appendix A of the collective agreement expiring August 31, 2005. The salaries for full-time continuing employees for the period from April 1, 2006 to March 31, 2010~~ **April 1, 2010 to March 31, 2012** shall be as given in Appendix A of this Agreement.

33.1.2

With the exception of clause **33.1.3 and 33.1.4** ~~43.6.5~~, an employee on a part-time continuing appointment ~~or a partial-load continuing appointment~~ shall be paid in accordance with the salary scales referred to in section 33.1.1 on a pro-rata basis consistent with the employee's part-time ~~or partial-load~~ percentage as specified in his or her offer of appointment.

33.1.3 Six Month Partial-Lead Part-Time Continuing Appointments

A partial-load **part-time** continuing college professor whose partial load is 50% and who has accepted a six-month full-time workload assignment in accordance with 13.6.5, may opt to receive a full-time salary for the six month duty period and no salary for the remaining 6 months of the year.

33.1.4 Non-Instructional Employees Hired into Part-Time Continuing Appointments

Non-instructional employees ~~on hired into~~ part-time continuing appointments shall be paid in accordance with the salary scales referred to in section 33.1.1 on a pro-rata basis consistent with the employee's part-time continuing percentage as specified in his or her offer of appointment. Such employees may opt to receive their full salary entitlement during their duty period and no salary for the balance of the year.

33.2 Salaries for Employees on Term Appointments

33.2.1 Salaries for Full-Time Term Employees

~~The salaries for full-time employees for September 1, 2005 to March 31, 2006 shall be as given in Appendix A of the collective agreement expiring August 31, 2005.~~ The salaries for full-time term employees for the period from April 1, 2006 to March 31, 2010 **April 1, 2010 to March 31, 2012** shall be as given in Appendix A of this Agreement.

33.2.2 Salaries for Part-Time Term College Professors

Part-time term college professors shall be paid in accordance with the following formula:

$$\text{Part-time salary} = \frac{(\text{TLU})(\text{L})(\text{S})(\text{AF})}{(4)(52)} \quad \text{where}$$

TLU is the semester average weekly assigned number of Teaching Load Units

L is 17 weeks for normal course offerings, except for extended semester course offerings where L is 18 weeks and 21 weeks for the Fall and Winter semesters respectively. These periods include preparation, delivery and final examination time.

S is the appropriate full-time annual salary, **except in the case of summer session work pursuant to 20.2.3 where S shall be step 7.**

AF is the appropriate salary adjustment factor. The salary adjustment factor shall have the following values and shall be applied on a course by course basis:

- Laboratory or seminar instruction only AF = 1.33

- Lecture instruction only AF = 0.89

- Any combination of lecture with laboratory or seminar instruction AF = 0.89

33.2.3 Salaries for Part-Time Term Non Instructional Faculty members

Part-time term librarians, counsellors, intercollegiate athletics, recreation and student life coordinators and educational technology coordinators shall be paid in accordance with the following formula:

$$\text{Part-time salary} = \frac{(W)(L)(S)}{(35)(52)} \quad \text{where}$$

W is the average weekly assigned duty hours

L is the appointment period in weeks, and

S is the appropriate full-time annual salary

33.3 Extended Semester Salary

A college professor who teaches in a program which exceeds the regular instructional period of 32 or 33 weeks in duration shall receive additional compensation as determined by the part-time salary formula of section 33.2.2.

33.4 Increments

33.4.1 Increments for Employees in Continuing Appointments (new title)

33.4.1.1

All **continuing** employees shall receive an annual salary incremental increase until the maximum salary for his or her classification is reached, subject to section 33.4.2. The incremental increase shall be paid from the beginning of the pay period in which his or her anniversary date falls. With the exception of employees covered by 33.4.3 the anniversary date of employment shall be defined as the starting date of continuous employment with OC.

33.4.1.2

Continuing instructional employees who are on a leave without pay for at least two consecutive teaching semesters or a non-instructional employee absent on a leave without pay for at least eight consecutive months shall not receive a salary increment on the anniversary date(s) following the commencement of the leave.

33.4.1.3

All ~~continuing~~ employees who were employed on a **continuing appointment** as of March 31, 2006 shall have an annual increment date of April 1.

33.4.2 Increments for Employees on Term Appointment

Term college professors shall receive a salary increment for every 8 TLUs completed. The salary increase shall be effective at the start of the semester following the semester in which the term employee becomes eligible for the increase.

33.4.3 Increments for Non-Instructional Employees on Term Appointment

Term non-instructional employees shall receive a salary increment for the completion of every 1519 hours of work.

33.5 Distance Education Salaries

Part-time distance education tutors and continuing employees who assume a distance education tutoring assignment shall be paid in accordance with the following:

- (1) For each Distance Education course assigned to the tutor for a 12 month period, a retainer of:

April 1, 2006	\$301.00
April 1, 2007	\$307.02
April 1, 2008	\$313.16
April 1, 2009	\$319.42

This amount shall be prorated for a shorter period, subject to a minimum retainer of:

April 1, 2006	\$150.00
April 1, 2007	\$153.00
April 1, 2008	\$156.06
April 1, 2009	\$159.18

- (2) For each assigned student who is registered in a course section 18 calendar days after the official commencement date of the course section:

April 1, 2006	\$66.00
April 1, 2007	\$67.32
April 1, 2008	\$68.67
April 1, 2009	\$70.04

- (3) For each assigned student who completes the course and receives a grade, or who participates in the course and is assigned a grade of W,

April 1, 2006	\$52.00
April 1, 2007	\$53.04
April 1, 2008	\$54.10
April 1, 2009	\$55.18

- (4) For each contact hour **of an interactive tutorial session** ~~for seminars or workshops that are~~ required by OC,

April 1, 2006	\$47.00
April 1, 2007	\$47.94
April 1, 2008	\$48.90
April 1, 2009	\$49.88

33.6 Payment of Salaries

With the exception of section 33.7, salaries shall be paid in biweekly instalments every second Friday throughout the appointment period. OC agrees to have salaries deposited to each employee's bank, trust company, or credit union account in the OC region.

33.7 Payment of Distance Education Tutors' Salaries

Salaries for distance education tutors shall be deposited in the tutor's bank, trust company, or credit union account in the OC region no later than 20 calendar days after the condition of each or any of the four salary components have been met.

33.8 Research Associates

The salary scale of a research associate shall be as follows:

33.8.1

The minimum of the salary scale shall be no less than the appropriate maximum allowable salary outlined by Natural Science and Engineering Research Council and Social Science and Humanities Research Council/Canada Council, whichever is relevant. This minimum applies to other granting agencies.

33.8.2

Notwithstanding the above, the maximum research associate salary shall be in accordance with Article 34 (Application of Salary Scale).

33.9 WorksafeBC Occupational First Aid Attendant Stipend

33.9.1

An employee who holds a valid WorksafeBC Occupational First Aid Level II certificate and who is requested by OC and who agrees to act as a campus first aid attendant shall receive a bi-weekly stipend of \$45.00.

33.9.2

The preceding stipend shall be adjusted to equal any higher amounts awarded to any of OC's other certified bargaining units.

ARTICLE 35 – HEALTH AND WELFARE PLANS

35.3 Benefits for ~~Partial-Load Continuing~~, Part-Time Continuing and Term Employees

35.3.1

Employees on ~~partial-load continuing appointments~~ and part-time continuing appointments shall, upon request, be eligible for health and welfare benefits in accordance with clause 35.1. OC shall pay a portion of the health and welfare plan premiums consistent with the employee's ~~partial-load~~ **appointment** percentage as specified in his or her offer of appointment, and the employee shall pay the remainder of the premium.

35.3.2

Employees on ~~partial-load continuing appointments~~ and part-time continuing appointments who do not request health and welfare coverage shall receive four percent of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

35.3.3

Employees identified in section 35.3.1 who exercise their option for health and welfare benefit coverage at the start of their appointment must continue coverage for the term of their appointment for that college year.

35.3.4

Employees on 50% ~~partial-load~~ **part-time** continuing appointment who hold six-month appointments (see clause 13.6.5) may continue their health and welfare benefits during the time they are not receiving a salary from OC provided they reimburse OC for the full cost of the health and welfare benefits during this period.

35.3.5

Full-time term employees who are appointed for a period of five calendar months or less shall receive, in addition to their agreed salaries, 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

35.3.6

Part-time term employees shall receive 4% of their salaries in lieu of health and welfare benefits. This payment shall be made biweekly.

35.3.7

~~Partial-load continuing employees who assume a part-time term appointment in accordance with clause 14.6 shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.~~

35.3.8

Part-time continuing employees who accrue additional work pursuant to 13.5.6 shall receive 4% of the additional salary for the term contract in lieu of health and welfare benefits. This payment shall be made biweekly.

35.3.9

Full-time employees not on leave without pay who receive a part-time term appointment are not eligible for this payment.

ARTICLE 39 – VACATIONS

39.1 Vacation: Continuing or Full-Time Term Appointments of 10 Months or More

39.1.2 Vacation Entitlement

39.1.2.1

A full-time college professor, librarian, counsellor, education technology coordinator or intercollegiate athletics, recreation and student life coordinator who has been employed by OC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation of 43 working days.

39.1.2.2

A part-time continuing or partial-load continuing college professor, librarian, counsellor, education technology coordinator or intercollegiate athletics, recreation and student life coordinator who has been employed by OC for ten months or more prior to July 1 of any given year shall be eligible for annual vacation time prorated.

39.1.2.3

An employee who has been employed by OC for less than ten months prior to July 1 of any given year or an employee who has been on a leave without pay, shall be eligible for annual vacation time prorated.

39.1.2.4

An employee may receive suitable additional vacation time in lieu of overload pay if arrangements satisfactory to the employee and the designated supervisor are made.

39.1.3 Vacation Application

39.1.3.1

Each employee shall apply to the designated supervisor ~~by March 31~~ for preferred annual vacation period(s). OC shall make every reasonable effort to accommodate vacation requests subject to the operational requirements of OC. ~~Vacation schedules shall be posted by April 15.~~ Changes may be made only with the agreement of the employee, the Department, and the designated supervisor.

39.1.3.2

Upon written application at least two weeks in advance, an employee may receive, prior to the commencement of one annual vacation period, any salary cheques which may fall due during the vacation period. OC shall not be obligated to provide vacation advances which annually, in aggregate, exceed an amount equal to 1.67 times Step 1. An employee wishing vacation advance must apply to the Payroll Department no later than May 1 each year.

39.1.4 Vacation Carry-over

~~With the exception of section 39.1.5,~~ Upon notification in writing to the designated supervisor, an employee may carry over up to twenty days of annual vacation to the next vacation year.

39.1.5 Cash in Lieu of Vacation

An employee shall not receive cash in lieu of vacation time, except upon termination of employment, or as prescribed under 39.2.

~~39.1.5 Vacation in the Final Year of Employment~~

~~39.1.5.1~~

~~The maximum number of annual vacation days that may be carried over to the final year of employment is ten (10).~~

~~39.1.5.2~~

~~In the final year of employment, the employee may retain up to 30 days of unused vacation, pursuant to 26.1.4, up to the date of retirement.~~

39.2 Vacation: Term Appointments and Accrued Work

This clause applies only to employees on term appointments, ~~and partial-load continuing employees and~~ part-time continuing employees who accrue additional work.

39.2.1

Term college professors, or term librarians, counsellors, ~~intercollegiate~~ athletics, recreation and student life coordinators, educational technology coordinators whose assigned duty period is less than ten months shall receive 16% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken.

39.2.2

~~Part-time continuing and partial-load continuing~~ college professors, librarians, counsellors, ~~intercollegiate~~ athletics, recreation and student life coordinators and educational technology coordinators who accrue additional work pursuant to 13.5.6. shall receive 16% of the salary in lieu of vacation time (this payment to be made biweekly) for the accrued work unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken.

39.2.3

Term employees in all other classifications whose assigned duty period is less than ten months or less shall receive 10% of their (biweekly) salaries in lieu of vacation time (this payment to be made biweekly) unless it is mutually agreed between the designated supervisor and the employee that prorated vacation time may be taken. Term employees in all other classifications whose assigned duty period is more than ten months shall receive vacation time prorated.

39.2.4

Any vacation time not taken by a term employee during the appointment period shall be paid out in cash at the end of the appointment period.

ARTICLE 41 – SICK LEAVE

41.1

Sick leave is the period of time an employee is permitted to be absent from work without loss of salary by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

41.1.1

An employee shall make every reasonable effort to inform his or her designated supervisor as soon as possible of his or her inability to report to work because of illness or injury.

41.2

For full-time employees on staff as at June 30, 1980 sick leave shall be granted on the basis of 1.5 days for each month of employment. An employee shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 250 working days for his or her future benefits. However, in the case of any given illness, the ill employee may make application to claim disability insurance benefits at the expiration of ninety (90) calendar days.

41.3

For continuing employees or full-time term employees appointed on July 1, 1980 and thereafter, sick leave shall be granted on the basis of 1.5 days for each month of employment. An employee shall be entitled to an accrual of all unused portion of sick leave up to a maximum of one hundred and eighty (180) working days for his or her future benefits. Part-time continuing and partial-load continuing employees shall accrue sick leave on a pro rata basis. In the case of any given illness, the ill employee may make application to claim disability insurance benefits at the expiration of ninety (90) calendar days.

41.4

With the exception of a distance education tutor, a part-time term employee who has an appointment in which the average weekly workload is 50% or greater, and whose current appointment is at least one semester in duration for instructional faculty and at least 84 working days for non-instructional faculty shall be granted sick leave on a pro rata basis of 1.5 days for each 21 working days of employment. The pro rata calculation shall be based on the applicable weekly workload. An eligible part-time term employee shall be entitled to an accrual of all unused sick leave up to a maximum of 90 working days for future benefit. A part-time term employee may draw upon his or her accumulated sick leave whenever his or her average weekly workload is greater than 50%.

41.5

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) for which a continuing or full-time employee is absent on sick leave. A deduction shall be made from accumulated sick leave on a pro rata basis using the appropriate applicable weekly workload factor of all normal working days for which an eligible term employee is absent on sick leave.

41.6

In the case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, in addition to the provisions of clause 43.6 and after notifying OC, to use accumulated sick leave for this purpose to a maximum of ten (10) days per year for a continuing employee or full-time term employee provided a minimum of twelve (12) days is available each year for personal sick leave only, or to a maximum of five days per year for an eligible part-time term employee.

41.7

An employee may be required to produce a certificate from a duly qualified **physician practitioner**, certifying that the sick employee is unable to carry out his or her duties due to illness. OC may require the employee to **submit medical forms provided by OC and completed by the employee and/or the employee's physician as applicable and forward them to the OC claims adjudicator.** ~~have his or her physician complete the OC's Illness and Injury Report, and to forward them completed report to the OC physician.~~

41.8

The employee may be required to produce a certificate from a duly qualified ~~practitioner~~ **physician** certifying that an immediate family member is ill and requires attention.

41.9

Any employee unable to return to his or her duties at the termination of the period for which sick leave is granted shall be permitted to borrow against his or her future sick leave credits, up to eighteen (18) days for a continuing or full-time term employee or up to nine days for an eligible part-time term employee.

41.10 Sick Leave Donation

41.10.1

If an employee suffers a prolonged illness and uses up all of his or her sick leave credits, other employees may voluntarily donate a specific number of days from their accumulated sick leave credits for use by the ill employee.

41.10.2

Continuing employees or full-time term employees may each voluntarily donate up to a maximum of ten days sick leave for use by an ill continuing or full-time employee provided a minimum of twelve (12) days is retained each year for personal sick leave only. The total of all such donations shall not exceed ninety (90) days or the number of days required to cover the ill employee until he or she qualifies for coverage under the long term disability plan, whichever is the lesser of the two.

41.10.3

Part-time term employees may each voluntarily donate up to a maximum of five days sick leave for use by an ill part-time term employee. The total of all such donations shall not exceed forty-five (45) days.

41.10.4

All donations of sick leave credit shall be given in writing to OC prior to the expiration of the ill employee's sick leave credit.

41.11(new)

The sequence of sick leave use shall be as follows: sick leave credits, if any (pursuant to 41.2, 41.3 or 41.4), voluntary sharing of sick leave credits (pursuant to 41.10) and the advance of sick leave from future credits (pursuant to 41.9).

Renumber subsequent provisions

41.11

Accumulated sick leave credits are lost on termination of employment or the conclusion of an appointment, except as provided in section 26.1.4, and in this clause. Accumulated sick leave credits will be restored to an employee on continuing appointment in the event of recommencement of employment on continuing appointment within two calendar years of termination under the provisions of Article 28 (Program Redundancy and Reduction), 29 (Financial Exigency) and 30 (Technological Change). Accumulated sick leave credit shall be restored to an employee on a term appointment who undertakes a new appointment in the immediately subsequent college year.

41.12

A record of all unused sick leave shall be kept by OC and shall be available to employees online. ~~Immediately after the close of each calendar year, each eligible employee shall receive a record from OC of his or her accumulated sick leave credits. On receipt of any written application, OC shall advise an eligible employee of the amount of sick leave accrued to his or her credit.~~

41.13

There shall be no reduction in salary for a part-time term college professor who is not eligible for sick leave and who is absent because of illness provided the college professor reschedules the missed classes at a time mutually convenient to the college professor and students.

ARTICLE 47 – PRINTING AND DISTRIBUTION OF COLLECTIVE AGREEMENT

When a new Collective Agreement has been ratified by both parties, OC shall post the new Collective Agreement, and any subsequent amendments, on the OC Website. ~~Any employee under this Agreement who wishes to have a paper copy of this Agreement shall be issued one upon request.~~

LOU #3 – Teaching Evaluations:

LETTER OF UNDERSTANDING # 3

POLICY ON FORMATIVE TEACHING EVALUATIONS

OC and the Association agree to establish the following draft Policy on Formative Teaching Evaluations. Further the parties agree to review the policy and make adjustments to ensure fair and efficient operation.

Policy on Formative Teaching Evaluations

1. Self Evaluation

1.1

In order to improve course design or teaching effectiveness, an employee may conduct a written student evaluation of any aspect of a course including his or her teaching performance provided that the procedures of the survey protect student confidentiality.

1.2

Employees may also seek assistance in improving their teaching from a variety of sources including peers, department chairs, and Deans or Directors.

1.3

Individual employees may develop other sources of data for improving teaching effectiveness either alone or in consultation with others.

2. Student Questionnaires

2.1

~~Teaching evaluations shall be obtained through a~~ **A student questionnaire shall be** administered in such a way as to afford all students in a given course or class a reasonable chance to respond. The questionnaire shall contain a series of questions that will be answered on a computerized answer key and rated on a standardized scale. The questionnaire will comprise approximately 20 core questions plus any optional questions, selected from an approved list, added by the employee being evaluated. The format of the questionnaire, the core questions, and the list of optional questions shall be mutually agreed to by the parties and shall not subsequently be changed without the mutual agreement of both parties.

2.2

With each questionnaire a separate sheet of paper shall be provided for students to make written comments in response ~~to~~ any open-ended questions approved by the parties. These comments shall be returned unexamined to the employee being evaluated in accordance with 21.3.5.

2.3

~~Although logistics and resources may not permit, the goal of this policy is that teaching evaluations~~ **Where possible, student questionnaires shall be conducted in one each semester of the academic year for each faculty member** in every course with an enrolment of five (5) or more students.

2.4

The student questionnaire shall be administered by clerical staff under the direction of the Dean or Director. The scheduling of the student questionnaire shall be by the mutual agreement of the employee and the Dean or Director. The employee shall not be present while questionnaires are being filled out. Employees shall not receive any information that would disclose the identity of students who completed the questionnaire.

2.5

After questionnaires have been completed, the written comments shall be placed in a sealed envelope, which shall be held in the office of the Dean or Director and provided to the employee being evaluated, unopened, after the final date for grade appeals has elapsed.

2.6

OC shall be responsible for providing the employee being evaluated with a confidential statistical summary of student responses after the final date for grade appeals has elapsed.

2.7

The statistical summary of student responses, and any response by the employee, shall be part of the employee's official personnel file.

2.8

Data and statistical measures derived from ~~surveys~~ **student questionnaires** which conform to the provisions of ~~this letter~~ **clause 21.3**, and which have been placed in the employee's official personnel file, can be used in the assessment of an employee's teaching performance **and** for the purposes of consideration of completion of the employee's probationary period. ~~In addition,~~ **Any materials** which are relevant in assessment of teaching and which have been placed in the official personnel file can be used in the assessment of teaching performance.

2.9

In using the statistical summary of student responses in ~~evaluating employees' teaching, Deans, and Directors~~ **the employee's designated supervisor or designate** shall consider any relevant factor, including but not limited to, course prerequisites, whether the course is elective or required, introductory or advanced, whether it is being taught for the first time, the facilities available given the requirements of the course, the subject matter, and other relevant issues.

LOU #6 – Large Classes – Renew as extant

LOU #11 – Semester Averaging – Deleted

LOU # New – Implementation of Years 1 and 2 of the Bachelor of Science, Nursing (BSN) Program

WHEREAS the College has committed to provide the first two years of the BSN program using the Collaboration for Academic Education in Nursing (CAEN) curriculum commencing September, 2011; and,

WHEREAS the employees hired to instruct in the BSN program are members of the Faculty Association; and,

WHEREAS the Faculty Association has agreed to the creation of the Department of Nursing; and,

WHEREAS the collective agreement between the College and the Faculty Association applies to the faculty in the Department of Nursing,

NOW THEREFORE THE PARTIES AGREE:

Article 20.1 (Summer Session Courses) of the collective agreement is waived for faculty members within the Department of Nursing who are assigned to perform program-specific instructional duties for NSGU 130 and NSGU 230 within the months of April, May, June, July or August. Assignment of NSGU 130 and NSGU 230 shall include the agreement of the college professor(s). Where no faculty member within the department agrees to the assignment of NSGU 130 or NSGU 230, the Dean shall make the determination and assign the work.

All courses in the Nursing Department are lectures or a combination of lectures and laboratory/clinical practice. College professors who are paid on the part-time salary formula for work within the Department of Nursing shall be paid using the Adjustment Factor of 0.89.

The following courses have atypical TLU values that do not correspond with the formulas outlined in 18.3. The following TLU values are agreed:

Course Number	TLU Value
NSGU 114 (3,3,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
NSGU 124 (3,10,0)	1.0 TLU (for 3 hour lecture)
	1.0 TLU (for each section of 3 hour practice)
	1.5 TLU (for each section of 7 hour practice)
NSGU 130 (0,30,0)	0.75 TLU (for each 60 hour section)
NSGU 214 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 224 (3,13,0)	1.0 TLU (for 3 hour lecture)
	3.0 TLU (for each section of 13 hour practice)
NSGU 230 (0,36,0)	1.0 TLU (for each section)

The lecture courses within the Nursing program may be assigned to more than one college professor. In such cases, the TLU value of the assigned course is split between the college professors who have received the assignment.

Responsibility for the coordination of the Lab Simulator is considered instructional duties and the college professor who assumes the responsibility may be released from other instructional duties for up to 3 TLUs per semester.

~~This agreement will be in effect for the 2011 – 2012 academic year.~~

For Okanagan College:

Chris Rawson, Chief Spokesperson
OC Negotiating Committee

Robert Huxtable, Chair
OC Negotiating Committee

Heather Banham, Dean, Business
OC Negotiating Committee

Russ Winslade, Director, Student Services
OC Negotiating Committee

For Okanagan College Faculty Association:

Peter Murray, Chief Spokesperson
OCFA Negotiating Committee

Nolan Frenz, Chair
OCFA Negotiating Committee

Tim Walters, President OCFA
OCFA Negotiating Committee

Sharon Josephson, First Vice President OCFA
OCFA Negotiating Committee

MEMORANDUM OF SETTLEMENT

BETWEEN

OKANAGAN COLLEGE ("The College")

AND

OKANAGAN COLLEGE FACULTY ASSOCIATION ("The Union")

RE: FAC 10/04 OC PHYSICIAN

In full and final settlement of all matters relating to this grievance, the parties agree as follows:


Following ratification of the April 1, 2010 – March 31, 2012 collective agreement:

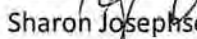
1. The Union will withdraw the grievance.
2. The College will reimburse to a maximum of \$150, those employees who are required to have medical forms completed by their physician and who produce receipts for such completion. Reimbursement shall be reserved only for forms associated with sick leave claims and shall not include any charges associated with the production of the certificate produced pursuant to 41.7 or for any forms completed to claim Long Term Disability.

Signed on 16 of December, 2011.


On behalf of the College

On behalf of the Union


Chris Rawson, Manager, Employee & Labour Relations


Sharon Josephson, Chief Shop Steward


Denise Fallis, Labour Relations Consultant


Tim Walters, President

**LETTER OF UNDERSTANDING # [x]
BETWEEN
OKANAGAN COLLEGE ("OC")
AND
OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")**

Re: Implementation of New Provisions for Seconded and Attached Provisions

1. OC has identified the following individuals who currently have the right to return to the faculty bargaining unit but for whom positions have not been preserved (they possess "Attached" positions):

Employee	Department
Jim Hamilton, President	English
Robert Huxtable, Dean, AFP	Psychology
Jayne Brooks, Director of Teaching and Learning	Business

2. OC has identified the following individuals who are currently on leave from a continuing position covered by the collective agreement (are "Seconded") and for whom replacement faculty may have been hired:

Employee	Department
Andrew Hay, Vice President Education	Mechanical Engineering Technology
Heather Banham, Dean, Business	Business
Barry McGillivray, Associate Dean, Business	Business
Craig McLuckie, Associate Dean, AFP	English

3. The parties agree that the individuals who are currently seconded and listed in 2. above and who continue to work in a senior educational administrator position after the date listed, shall be assigned an attached position in accordance with 16.3 "Attached Positions for Senior Educational Administrators".

Employee	Date
Andrew Hay, Vice President Education	May 31, 2012
Heather Banham, Dean, Business	December 31, 2013
Barry McGillivray, Associate Dean, Business	December 31, 2013
Craig McLuckie, Associate Dean, AFP	December 31, 2014

For Okanagan College:

Chris Rawson, Chief Spokesperson
OC Negotiating Committee

Robert Huxtable, Chair
OC Negotiating Committee

For Okanagan College Faculty Association:

Péter Murray, Chief Spokesperson
OCFA Negotiating Committee

Nolan Fretz, Chair
OCFA Negotiating Committee

Date: Dec 16, 2011

Date: Dec 16, 2011

LETTER OF UNDERSTANDING # [x]

BETWEEN

OKANAGAN COLLEGE ("OC")



AND

OKANAGAN COLLEGE FACULTY ASSOCIATION ("OCFA")

Re: Processes to Transition Existing Term Employees to new Accrual and Conversion Provisions

Upon ratification:

1. Faculty who are currently covered by 13.5.4.1 of the 2005 – 2010 collective agreement shall be offered and assigned work for which they are qualified up to full-time. Such employees' right of accrual seniority shall be effective on the start date of their first appointment following their conversion review. Such employees transition to the new conversion provisions upon ratification.
2. All term faculty who have completed 8 TLUs or more (or equivalent non-instructional hours) must go through the departmental selection process in the new 13.5.1.4 in an internal competition (apply for and are deemed qualified for the term work for which they've applied; suitable for a future continuing appointment in the department and identification of the work for which they are qualified; compatible with the requirements of the department as approved in the Department Ed Plan). For the purposes of transition, 13.5.1.3(a) does not apply.
 - a. Successful candidates gain the new accrual rights and are assigned the term work for which they are qualified in order of preference as recommended by the department selection committee.
 - b. Candidates deemed qualified, suitable and compatible but for whom no work is available maintain their existing TLUs (or equivalent non-instructional hours) and have priority rights to all term work for which they are qualified; once this work is available, is offered and accepted, they gain the new accrual rights and accrual seniority. Should no work be available and there is a break in service of 24 months, such candidates shall be considered a new employee if they are subsequently rehired through open competition.
 - c. Unsuccessful candidates lose current right of accrual and do not get work. May apply for future term work through open competition. These employees maintain their accumulated TLUs until there is a break in service of 24 months.
3. All current term employees with less than 8 TLUs (or equivalent non-instructional hours) shall maintain the accrual rights from the former collective agreement. Once they accumulate 8 TLUs (or equivalent non-instructional hours), they follow the new process.

OC:  OCFA: 

4. All work not assigned by this process shall be filled by open competition.

For Okanagan College:

Chris Rawson, Chief Spokesperson
OC Negotiating Committee

Robert Huxtable, Chair
OC Negotiating Committee

Date: Dec 16, 2011

For Okanagan College Faculty Association:

Peter Murray, Chief Spokesperson
OCFA Negotiating Committee

Nolan Fretz, Chair
OCFA Negotiating Committee

Appendix C

Memorandum of Agreement Re: Service Recognition on Retirement Allowance

CH *MS*

MEMORANDUM OF AGREEMENT

Between

Okanagan College (hereinafter called the "Employer")

And

Okanagan College Faculty Association (hereinafter called the "OCFA")

RE: SERVICE RECOGNITION ON RETIREMENT ALLOWANCE

Subject to the ratification of the Memorandum of Agreement renewing the 2005-2010 Collective Agreement, and effective March 31, 2012 the Employer and the OCFA agree, that the changes to the provisions noted in item (a) below, agreed to by the Parties as part of the 2010-2012 negotiations, result in cost savings beyond the term of this Collective Agreement. In exchange for these savings, the Employer agrees to add a new Clause to the Collective Agreement as a new provision titled "Service Recognition on Retirement Allowance" and added as Clause 26.3. Access to this new provision is effective March 31, 2012. Existing Clause 26.3 Resignation will be re-numbered as Article 27 Resignation.

(a) Savings from Changes to the Collective Agreement on the following (to be effective April 1, 2012:

- 1) Department Chair Release (Amendment to Clause 25.7)
- 2) Department Chair Stipends (Deletion of Clause 25.8)
- 3) Semester Averaging (Amendment to Clause 18.4.2 and Deletion of LOU #11)
- 4) Summer Session Payment (Amendment to Clause 20.2.3 and 33.2.2)
- 5) Increments for Term Faculty (Amendment to Clause 33.4)

The specific changes to these Collective Agreement provisions are outlined in the Memorandum of Agreement renewing the 2005-2010 Collective Agreement.

The Employer and the OCFA agree that the savings derived from the above changes are as follows:

- i) \$252,548 will be realized in Fiscal Year 1 of the cost savings (from April 1, 2012 to March 31, 2013)
- ii) \$296,813 will be realized in Fiscal Year 2 of the cost savings (from April 1, 2013 to March 31, 2014)
- iii) \$299,800 will be realized in Fiscal Year 3 of the cost savings and each Fiscal year thereafter (from April 1, 2014).

The Parties agree that the costs and cost savings in each of Fiscal Year 1, 2, 3 and each Fiscal year thereafter are salary sensitive and will be amended to reflect any negotiated general wage increases.

(b) Allocation of the Service Recognition on Retirement Allowance – Clause 26.3

The process for allocation of the Service Recognition on Retirement Allowance shall be as follows:

- 1) The deadline for submitting notice to retire is the last business day of December in each year, except as noted in (d) (1) below.

- 2) Where the number of eligible employees for the Service Recognition on Retirement Allowance generates a cost that exceeds the available funding in a Fiscal year, the allowance will be granted to those employees with the greatest length of service with the College.
- 3) An employee or employees who retire, but who do not receive the allowance as a result of the demand exceeding the available funding, will have preference over all other applicants in the subsequent calendar year and will receive their Service Recognition on Retirement Allowance as a retiring allowance in the Fiscal year following the retirement.
- 4) Where the number of eligible employee retiring generates a cost that is less than the available funding in a Fiscal year, the excess funds will be dealt with according to section (c) below.

(c) Annual Reconciliation of Costs/Savings

- 1) The specific cost savings in each respective year (Fiscal Year 1, 2 and 3 and thereafter) outlined in (a) i - iii above will be allocated to fund a Service Recognition on Retirement Allowance for eligible employees within the OCFA who are retiring from the College.
- 2) In any Fiscal year, the value of the payments made pursuant to the Service Recognition on Retirement Allowance shall not exceed the value of the Service Recognition on Retirement Allowance fund available in that Fiscal year.
- 3) Given current provincial accounting rules, excess funds which are not utilized for the Service Recognition on Retirement Allowance cannot be carried forward from one Fiscal year to the next. These excess funds will be available for other employment-related initiatives for employees covered by the Collective Agreement in the Fiscal year in which the savings are generated.
- 4) The allocation of excess funds will be agreed to by the Employer and the OCFA by May 31st of each year. If the Parties are unable to agree on the allocation of excess funds, these funds will be distributed to employees within the OCFA in a manner and on a date mutually agreed to between the Parties.

(d) Implementation on Ratification of the 2010-2012 Collective Agreement

- 1) Those employees who wish to retire in Fiscal Year 1 and who are eligible for the service recognition retirement allowance must submit notice to retire by March 1, 2012. For these employees, the requirement for six months notice is waived. A College Professor shall not retire during an instructional period without mutual agreement.
- 2) All other provisions of this Memorandum of Agreement titled "Service Recognition on Retirement Allowance" shall apply.

Signed this 17 day of February, 2012

For Okanagan College

Chris Rawson, Chief Spokesperson
OC Negotiating Committee

Robert Huxtable, Chair
OC Negotiating Committee

For Okanagan College Faculty Association

Peter Murray, Chief Spokesperson
OCFA Negotiating Committee

Nolan Fretz, Chair
OCFA Negotiating Committee

2010 – FACULTY COMMON TABLE

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the Faculty Common Table

("the Employers")

and

LOCAL UNIONS WITHIN THE FEDERATION OF POST SECONDARY EDUCATORS ("FPSE")

participating (and whose employers are participating) in the Faculty Common Table,

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

representing those of its local unions participating (and whose employers are participating) in the Faculty Common Table

(FPSE and BCGEU together referred to as "the Unions")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the Faculty Common Agreement. The parties listed in Appendix A agree to recommend this Memorandum of Agreement to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

All of the terms of the 2007-2010 Faculty Common Agreement continue except as specifically varied below.

1. Protected Grounds – BC Human Rights Code

Effective the date of ratification, the Employers and the Unions agree to amend the final paragraph of Article 2.2.1 Definitions as follows:

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

2. **Mediation**

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.3 as follows:

“2.3.3 Mediation

When a complaint is received by the employer involving an individual covered by this collective agreement, ***whether as a complainant or respondent***, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.”

3. **Terms of Reference for Investigators**

Effective the date of ratification, the Employers and the Unions agree to amend Article 2.3.5 as follows:

“2.3.5 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by **code initials-determined by the Investigator to preserve confidentiality.**
- (c) The report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the alleged harasser. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by **code initials** only. However, a **reference** key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.”

4. **Labour Adjustment Strategies: Workplace Organization**

Effective the date of ratification, the Employers and the Unions agree to amend Article 6.4.2.1 by deleting “***(h) Trial retirement***” from the list of labour adjustment strategies offered by institutions:

2010 – Faculty Common Table

5. Donor Leave

Effective the date of ratification, the Employers and the Unions agree to add a new Article 7.9 to read as follows:

“An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.”

The current Article 7.9 (Jury Duty and Court Appearances), 7.10 (Public Duties), 7.11 (Exchange Leave), and 7.12 (Deferred Salary Leave) will be re-numbered to follow the new Article 7.9 Donor Leave.

6. Joint Committee on Benefits Administration

Effective the date of ratification, the Employers and the Unions agree to amend Article 9.1.2 by adding a new Article 9.1.2 (e) to read as follows:

“Training for local Joint Rehabilitation Committees.”

7. Joint Rehabilitation Committee (JRC)

Effective the date of ratification, the Employers and the Unions agree to add a new Article 9.3.6 to read as follows:

“Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.

The operation of the JRC is subject to the terms and conditions of the disability benefits plan.”

The current Article 9.3.6 will be re-numbered to 9.3.7.

8. Common Faculty Professional Development Fund

Effective the date of ratification, the Employers and the Unions agree to move the content of Letter of Understanding 6: Common Faculty Professional Development Fund into the body of the Faculty Common Agreement as Article 16 to read as follows:

“1. Purpose

- 1.1.1** The Common Faculty Professional Development Fund (“the Fund”) is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members’ professional competence and effectiveness. The purpose is to assist faculty

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to remain current and active in their discipline and program. The Fund is not meant to replace any existing development or educational funds.

2. Process

- 2.1.1** The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

3. Fund

- 3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.
- 3.2** Any monies in the Fund not spent at the end of one fiscal year shall be carried forward to the following fiscal year.

Note: The effective date of this provision for Okanagan College/Okanagan College Faculty Association will be April 1, 2012.

9. Term

Effective the date of ratification, the Employers and the Unions agree to amend Article 16: Term as follows:

"This Agreement shall be in effect from April 1, 2007 **2010** to March 31, 2010 **2012**, and shall continue in force until the renewal of this Agreement."

10. Joint Request to the Human Resources Database (HRDB) Steering Committee

While not to be included in the Faculty Common Agreement, the parties to this agreement request that the HRDB Steering Committee convene a meeting to discuss the following:

- The data elements currently being requested for submission by the institutions.
- The data elements being reported by the institutions.
- Suggestions by any party for changes to the data elements.

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11. Joint Committee on Benefits Administration

While not to be included in the Faculty Common Agreement, the Employers and the Unions agree that the Joint Committee on Benefits Administration (JCBA) will continue to discuss the following:

- Joint Agent of Record
- Benefits trust
- Tendering of the carrier contract

The JCBA will conclude its work on these matters no later than March 31, 2012. This date may be extended by mutual agreement of the parties.

The JCBA will report its findings to the parties' respective principals for consideration.

12. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) update the definition of "Agreement" or "Common Agreement" and "Ratification" by amending the date to read "April 23, 2010";
- (b) update Article 13.3 by deleting "*Article 3.4 Contract Training and Marketing Society*";
- (c) amend Article 13.3 by renumbering "Article 6.7 – Educational Technology / Distributed Learning" to read "*Article 6.6 – Educational Technology / Distributed Learning*";
- (d) renew LOU 1: JADRC;
- (e) renew LOU 4: Partial Sick Leave and Partial Disability Benefits;
- (f) renew LOU 5: Respectful Working Environment, by amending the date in section 4 "Expiry of this Letter" to read "April 1, 2010";
- (g) renew LOU 8: Variant Applications of Common Agreement Provisions to the NVIT Parties;
- (h) renew LOU 9: 2001 Local Negotiations;
- (i) renew LOU 12: Salary Stipend;
- (j) re-number "Article 16: Term" as "Article 17: Term";
- (k) delete LOU 3: Caps on Placement on Salary Grid;

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- (l) delete LOU 6: Common Faculty Professional Development Fund;
- (m) delete LOU 7: Joint Review Process of Health and Welfare Benefits (Article 9.2 & 9.3);
- (n) delete LOU 10: Proposals Moved to Local Bargaining;
- (o) delete LOU 11: Benefits Issues for Discussion by JCBA;
- (p) delete LOU 13: Financial Incentive;
- (q) delete LOU 14: Fiscal Dividend;
- (r) amend LOU 2 by changing “2007” to read “2001” in the last sentence to correct an error that occurred during the drafting of the 2007 – 2010 Common Agreement;
- (s) replace college and institutes with “institution” by mutual agreement during the drafting of the 2010 Common Agreement;
- (t) Amend the definition of “institution” to read “‘Institution’ means a **post-secondary institution** college, university college, or institute created under the College and Institute Act or Institute of Technology Act that has ratified a Collective Agreement that includes this Common Agreement.”; and
- (u) any other housekeeping items mutually agreed to.

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The date of ratification will be the date the parties to a local agreement conclude the ratification of the local portion and the Common Agreement portion of their 2010-2012 collective agreement. The ratification process includes ratification by the PSEA Board of Directors.

All proposals not contained in this Memorandum are considered withdrawn without prejudice.

Signed by the Parties at Vancouver, British Columbia, on the December 15, 2011.

For the Employers:

Rob D'Angelo, Co-Chair

Anita Bleick, Co-Chair

Chris Rawson, Okanagan College

Ian Brindle, Camosun College

Gary Leier, Selkirk College

For the Unions:

Jeff McKeil, FPSE Staff

Nanci Lucas, Co-Chair, FPSE

Janet Seccia, BCGEU Staff

Stu Seifert, Co-Chair, BCGEU

Ian McAlpine, BCGEU Local 709

Cam McRobb, BCGEU Local 707

John Turner, BCGEU Local 710

Steve Iverson, BCGEU Local 701

Anne-Marie Merkel, BCGEU Local 712

Sheldon Clare, FACNC

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Leslie Molnar, CORFA

Nolan Fretz, OCFA

Lui Marinelli, SCFA

Sheree Ronaasen, AWU

Darryl Ainsley, CCFA

Anne Cumming, NICFA

Matt Pasco, NVITEA

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APPENDIX A

- Camosun College / Camosun College Faculty Association FPSE Local 12/ BCGEU Local 701
- College of New Caledonia / Faculty Association of the College of New Caledonia FPSE Local 3
- College of the Rockies / College of the Rockies Faculty Association FPSE Local 6
- North Island College / North Island College Faculty Association FPSE Local 16
- Northern Lights College / BCGEU Local 710
- Nicola Valley Institute of Technology / NVIT Employees' Association FPSE Local 19
- Northwest Community College / Academic Workers' Union FPSE Local 11/ BCGEU Local 712
- Okanagan College / Okanagan College Faculty Association FPSE Local 9/ BCGEU Local 707
- Selkirk College / Selkirk College Faculty Association FPSE Local 10/ BCGEU Local 709