

MEMORANDUM OF AGREEMENT

BETWEEN:

VANCOUVER COMMUNITY COLLEGE

(the "College")

AND:

VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

(the "Association")

SUBJECT TO PSEC APPROVAL

The College and the Association bargaining committees agree to recommend the terms set out in this Memorandum of Agreement for ratification by their respective principals.

It is understood and agreed that upon the completed signing of this Memorandum of Agreement, the parties shall schedule the necessary meetings to ensure that their respective principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed. The Memorandum of Agreement shall also be subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Subject to such ratification, the new collective agreement between the College and the Association shall contain all provisions in the collective agreement that expired on March 31, 2010, subject to the following amendments:

1. All "green sheet" items tentatively agreed by the parties to date.
2. All items attached.
3. The term of the new collective agreement shall be April 1, 2010 to March 31, 2012.
4. Except as identified above, all other proposals tabled by the parties shall be withdrawn upon acceptance and ratification of this Memorandum of Agreement.
5. All amendments shall be effective the date of ratification of this Memorandum of Agreement.

DATED at Vancouver, British Columbia, this 4th day of May, 2011.

For the College

For the Association

Bailey

Bailey

Stephanie L Jewell

Wolsh

Karen Marie Shortt

Brenda Asselton

Laura Dueser

Wayne

Re: Union Proposals UH 23, UH 24 & UH 25

Renew Appendices VI, VII and VIII.

Handwritten mark resembling a stylized 'K' or '4'.

Re: Union Proposal U7(b)

Amend Article 5.3.5 as follows:

5.3.5 ~~Term instructors employed for additional duty concurrent with or as an extension of their current appointment shall be paid at the same step as for their current appointment.~~ A term instructor who obtains auxiliary work shall be paid at his/her term step rate for such work, provided that:

- a. the instructor currently holds a term appointment in the same area; or
- b. the instructor previously held a term appointment in the same area, and the instructor meets the current area hiring qualifications.

AK

Re: Union Proposal U18

1. Add the following as a new Article 11.1, and renumber the remainder of Article 11 accordingly:

11.1 College Commitment

The College and the Association agree that the primary goal of the institution is education. The College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the workforce.

2. Amend the current Article 11.2 as follows:

11.2 Consultation on Reduction

(See Common Agreement, Article 6.4.2 Menu of Labour Adjustment Strategies)

- 11.2.1 After identifying the specific area or areas of potential reduction and prior to giving advance notification of layoff, the College shall:
 - a) provide the Association with written notice describing the potential reduction, the reason for the reduction, and the faculty members who may be affected;
 - b) within five (5) business days of the issuance of such notice, meet with the Association to engage in discussion and consultation with the Association on the intended reduction in an effort to minimize the impact on the employees so affected.
- 11.2.2 If the potential reduction identified by the College involves the closure of a department or program, the parties' consultation discussions shall include consideration of viable alternatives, if any, that may be available to avoid such closure.
- 11.2.3 The College shall provide the Association, upon request, with documentation the Association reasonably requires to engage in the consultation discussions described above.
- 11.2.4 These discussions shall include the possibilities of early retirement incentive offers as per Article 22.4 **Early Retirement Incentive and Reduction Sequence** and transfers as per Articles 11.4.2.4 and 11.4.3.4.
- 11.2.5 The College agrees to take into account Association concerns regarding the scope, content and timing of calls for interest in the items listed in Article 11.2.2 and the process for responses.

11.2.6 If the parties have not concluded their consultation discussions under Article 11.2 by the date that is ten (10) business days following the issuance of the pre-consultation notice under Article 11.2.1(a), the College may proceed to issue advance layoff notice under Article 11.3. The issuance of advance layoff notice shall not prevent the parties' consultation discussions from continuing.

K

Union Proposal U24

Amend Appendix XIV as follows:

APPENDIX XIV

IRA RELEASE

LETTER OF UNDERSTANDING

Effective on ratification of this Agreement ~~November 1, 2005~~, the total amount of IRA release time available for distribution is ~~5609~~ 5513 days.

1. The total amount shall be allocated as per the following IRA Release Chart.
 - a) Instructional departments will get a minimum of 35 days.
 - b) Instructional service departments and School of Instructor Education will get a minimum of 25 days.
 - c) Departments with retail activities will be recognized.
2. It is not the intention of the College to alter the current IRA release allocation. Any decision by the Board to alter the existing budget allocation for IRA release will be based on significant program changes and will only be taken after consultation between the College and the Association. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

PK

IRA Release Chart

	Instructional Departments	Release Days
1	Visually Impaired	50
2	Community & Career Education (CACE)	101
3	College & Career Access (CCA) <ul style="list-style-type: none"> • CCA - EEAW • ABE Youth Programs • ABE Lab • BC Online Campus ABE Developmental 	329
4	Basic Education	180
5	Humanities <ul style="list-style-type: none"> • Humanities UT 	90
6	Mathematics <ul style="list-style-type: none"> • Mathematics UT 	90
7	Science <ul style="list-style-type: none"> • Science UT 	135
8	Deaf & Hard of Hearing	67.5
9	ASL & Deaf Studies <ul style="list-style-type: none"> • ASL & Deaf Studies Part-time 	69
10	PACE <ul style="list-style-type: none"> • Resident Care Attendant ESL • Accounting ESL • Baking ESL • Culinary Arts ESL • Hairdressing ESL 	135
11	English Language Skills (ELS)	360
12	ELS - IE <ul style="list-style-type: none"> • ESL Electives IE 	435
	TESOL	90
13	College Preparatory English (CPE) <ul style="list-style-type: none"> • CPE - IE • CPE - UT 	300
14	Outreach	382.5
15	Electronics	445
16	Jewellery Art & Design	45
17	Drafting	90
18	Auto Collision Repair <ul style="list-style-type: none"> • Auto Collision Repair Apprentice 	135
19	Automotive Technician	135

	<ul style="list-style-type: none"> • Automotive Technician Apprentice 	
20	Diesel Technician <ul style="list-style-type: none"> • Diesel Technician Apprentice • <u>HD Transportation</u> 	90 <u>135</u>
21	Computer Graphics <u>Digital Graphic Design</u>	44
22	Computer Technology	90
23	Hair Design <ul style="list-style-type: none"> • Esthetics • Hair Design ESL 	135
24	Medical Office Careers <ul style="list-style-type: none"> • Nursing Unit Clerk • Nursing Unit Clerk Part-Time 	112.5
25	Home Support / Resident Care Attendant <ul style="list-style-type: none"> • Resident Care Attendant ESL • Medical Lab Assistant • CC&AH Part-Time 	180
26	Practical Nursing <ul style="list-style-type: none"> • Access to Practical Nursing • PN Refresh/Transition 	270
	<u>BSN</u>	<u>181</u>
27	Pharmacy Technician <ul style="list-style-type: none"> • Occupational/Physiotherapy Assistant • Hospital Pharmacy Technician • Community Pharmacy Assistant 	90
28	Dental Hygiene	90
29	Dental Assisting <ul style="list-style-type: none"> • Dental Receptionist • Distance Dental Assisting 	135
30	Dental Technology <ul style="list-style-type: none"> • Denturist 	67.5
31	Office & Legal Administration	84 <u>126</u>
32	Accounting <ul style="list-style-type: none"> —• Transportation Logistics —• Financial Management (Part-time) —• Accounting ESL —• CGA Degree 	180
33	Baking & Pastry Arts <ul style="list-style-type: none"> • Baking ESL • Baking & Pastry Arts Part-Time • Baking & Pastry Apprentice 	104
34	Culinary Arts <ul style="list-style-type: none"> • Culinary Arts ESL • Culinary Arts Apprentice 	270

35	Asian Culinary Arts	45
36	Hospitality Management • Hospitality Management - Bachelor Applied Degree • Hospitality Management	180 <u>270</u>
37	Music	135
	Sub-Total: Instructional Departments	5424 <u>5174</u>

	Instructional Service Departments & SIE	
38	Counselling	90
39	Library	45
40	Learning Centre	25
41	School of Instructor Education (SIE)	25
	Sub-Total: Instructional Services & SIE	185
	<u>Release Days Not Yet Allocated</u>	<u>154</u>
	TOTAL: RELEASE DAYS	5609 <u>5513</u>

Re: Union Proposal U34

Add the following as a new Appendix:

APPENDIX _____

INSTRUCTIONAL SPACE

LETTER OF UNDERSTANDING

The College will ensure that Association representation is included on any committee established by the College to determine the allocation or use of space where instructors work.

15

Re: Union Proposal U35

Add the following as a new Appendix:

APPENDIX**SELECTION OF ACADEMIC ADMINISTRATORS****LETTER OF UNDERSTANDING**

The College will ensure that Association representation is included on any committee established by the College for the selection of Vice-Presidents and academic administrators.



Re: Union Proposal U38

Add the following as a new Appendix:

APPENDIX _____**CURRICULUM DEVELOPMENT****LETTER OF UNDERSTANDING**

The College will ensure that faculty representatives are included on any committee established by the College to discuss and approve curriculum development proposals.



Re: Union Proposal U40

Add the following as a new Appendix:

APPENDIX _____

COLLECTIVE BARGAINING 2010 COMPENSATION RE-OPENER

LETTER OF UNDERSTANDING

The parties' 2010 - 2012 Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

The College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Collective Agreement arising from the current collective bargaining, the Association will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be based on and limited by the full value of the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

The Letter of Understanding expires at midnight on March 31, 2012.

K

Re: Union Proposal U43

Renew Appendix XXII, and amend as follows:

APPENDIX XXII

REVIEW OF DEPARTMENT LEADER HEAD AND COORDINATOR WORKLOAD (~~New Appendix~~)

LETTER OF UNDERSTANDING

The parties acknowledge that the Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~ provide a valuable role at the College. The current responsibilities and duties of Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~ vary widely across the College.

The Association and the College will establish a joint subcommittee to review and establish mutually agreed upon recommendations to address the following:

1. Criteria for determining the amount of IRA release time required for each department.
2. Allocation of the remaining IRA Release Days which are available for distribution under Appendix XIV but which have not yet been allocated.
3. Ability of Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~ to access their ~~vacation~~, professional development time or other leave periods, including replacements for these periods
4. Factors affecting the workload of Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~.
5. Allocation and availability of support, including clerical support, to Departments and Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~.
6. Orientation and training needs of Department Leaders ~~Heads, Assistant Department Heads and Coordinators~~.

~~The review will be conducted by a sub-committee under Article 3.11 (Consultation on Instructional and Administrative Matters)~~ The joint subcommittee will be established under Article 3.11, and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The sub-committee will establish a mutually agreed upon meeting schedule.

The goal of the sub-committee will be to conduct the review and ~~provide a report to the parties~~ outlining its findings and recommendations regarding the above points in a timely manner. The parties agree that the joint subcommittee will deal first with the issues

described in paragraphs 1 and 2 above, and will make every effort to provide its report to the parties on those issues no later than August 31, 2011.

This Letter of Understanding will expire on the date of completion of the sub-committee's report or March 31, ~~2012~~2010, whichever occurs first.

Re: College Proposal C2

Add the following at the beginning of Article 1, and renumber the remaining provisions accordingly:

1.1 Purposes of Agreement

- 1.1.1 This Agreement has been developed through the cooperative efforts of the College and the Association.
- 1.1.2 The purposes of this Agreement are to:
- a. foster cooperative and harmonious relations between the College, the Association and the Employees;
 - b. establish the working conditions and remuneration for the Employees; and
 - c. facilitate the just resolution of any differences which may arise between the parties.

Re: College Proposal C7

Add the following as a new Appendix:

APPENDIX _____

REVIEW OF INSTRUCTIONAL PERFORMANCE REVIEW PROCESS

LETTER OF UNDERSTANDING

The College and the Association will establish a joint subcommittee to do the following:

1. Review the process outlined in Article 17 (Performance Review Committee);
2. Identify issues and concerns with that process;
3. Discuss possible amendments to Article 17 that would:
 - a. establish a more effective process for assisting faculty for whom instructional performance issues have been identified, while at the same time;
 - b. ensure the needs of the students and the department are met.

The joint subcommittee will be established under Article 3.11, and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint subcommittee will establish a mutually agreed upon meeting schedule.

The goal of the joint subcommittee will be to conduct the review and provide a report to the parties outlining its findings and recommendations regarding the above points by March 31, 2012.

Re: College Proposal C13

Amend Article 8.1.1.3 as follows:

8.1.1.3 Scheduling of all leaves shall be done by Department Heads and approved by the Dean or Director as provided in Article 6.4 Scheduling for Instructors.

A handwritten signature or set of initials, possibly 'K', located in the lower right quadrant of the page.

Re: College Proposal C14

Amend Article 25.1.1 as follows:

- 25.1.1 Where the employee has refused to perform an assigned duty because of a reasonable concern for their health and safety, the concern or situation shall be investigated and resolved by:
- a) the employee and the employee's Dean or Director ~~direct supervisor~~, or if the matter cannot be resolved to the satisfaction of the employee,
 - b) the employee's representative on the appropriate Occupational Health and Safety Committee and the Coordinator of Occupational Health and Safety, or
 - c) the Coordinator of Occupational Health and Safety and such regulatory inspectors as is deemed necessary.

(K)

date April 29/10

time 9:10 a.m.

U Housekeeping

The following numbers are agreed:

2, 4, 8, 18, 19, 20, 21, 22, 28, 29, 32, 33, 34, 35,
37, 38

M. Keenan

VCCFA

R. Hand

VCC

Green

April 27, 2010

VCCFA Housekeeping

1. ~~Heading and in second preamble "And Whereas..." pg. 1~~
✓ Change reference from King Edward to Broadway and City Centre to Downtown campuses
2. Article 2.14 pg. 4
✓ Delete Director School of Music
3. Article 4.3.2 pg. 11
~~Add new appendix to include agreed upon process for establishing a new area and changes to hiring criteria.~~
- ✓ 4. Article 5.5 pg. 16
Change Coordinators III to Coordinators II
5. Article 6.1.2 and 6.1.3 pg. 21
~~Add distributed learning activities~~ } *substantial*
6. Article 6.1.3 pg. 21
~~Change "schools and centres" to "schools"~~ - *city remove?*
7. Article 7.3.2 pg. 29
~~Create new calendar of statutory holiday dates for duration of contract~~ - *we proposed to remove*
- ✓ 8. Article 8.11.1 pg. 40
Change to : "shall be granted a leave or leaves" to recognize accepted practice
9. Article 8.9 pg. 38
~~Add LOU maternity leave for terms to Collective Agreement~~
10. Article 9.1.2 pg. 44
~~Remove "formerly known as Teaching English as a Second Language (TESL) Certificate"~~ - *Anchee to check w Dale Hunter.*
11. Article 13.6.6-13.3 pg. 65
~~Clarification needed about who notifies unsuccessful candidates~~ - *Sal to speak w Deans.*
12. Article 21 pg. 74
~~Update retirement information to reflect elimination of mandatory retirement~~

✓ 13. ~~Article 22 pg. 75~~
To reflect the elimination of mandatory retirement, change title of article to "Retirement Incentive" from "Early Retirement Incentive".

add to check

14. ~~Article 25 pg. 79 – 81, Appendix III-A pg. 92~~
Change all "WCB" or "Workers' Compensation Board" to "WorkSafe BC" throughout the Collective Agreement and Appendix

15. ~~Appendix I - A pg. 85~~
~~Revise – Salary Schedule as of April 1, 2010~~

16. ~~Appendix 1 - B pg. 86~~
~~Revise – Salary Schedule as of April 1, 2010~~

17. ~~Appendix I - C pg. 87~~
~~Revise – Salary schedule as of April 1, 2010~~

18. ~~Appendix II pg. 88-91~~
Areas - renew and revise

19. ~~Appendix III - A - pg. 92~~
Renew and revise as necessary - Schedule of Benefit Participation

20. ~~Appendix III - B – pg. 93~~
Renew and revise including any consequential changes – Summary of Benefits during Leaves.
Add maternity leave for terms to chart and footnotes

21. ~~Appendix IV – pg. 94~~
Renew – Explanation of Seniority Calculations

22. ~~Appendix V – pg. 96~~
Renew – Professional Development Pay Calculation

23. ~~Appendix VI – pg. 97 -99~~
~~Renew – Guidelines for the Performance Appraisal of Permanent Regular Instructors~~
Revise as per Joint Steering recommendations

*in opposition
to our
distanced
proposal
to
Remove*

24. ~~Appendix VII – pg. 100~~
~~Renew – Guidelines for the Evaluation of Term and Probationary Regular Instructors~~

Use Faculty to remove

~~25. Appendix VIII – pg. 106 - 120
Renew - Guidelines for the Evaluation and Appraisal of IRAs~~

~~26. Appendix IX – pg. 121
Renew - Professional Development Funds~~

~~Change campus names to Downtown and Broadway Campuses~~

counter propose to change to the college budget.

Substantial

~~27. Appendix X – pg. 122 & pg. 126
Renew – Guidelines for the Allocation of Professional Development Funds for VCCFA Members . ✓~~

~~Article 4, Eligible Activities: update this list by ensuring that the list is same as the list published on the J drive - J:/Regular PD Funds~~

~~Article 13.1 - Change "Board of the Association" to "Executive of the Association" okay ✓~~

✓ ~~28. Appendix XI – pg. 127
Renew – Adjudicated Professional Development Funds~~

✓ ~~29. Appendix XII – pg. 128
Renew – Common Faculty Professional Development Committee~~

X ~~30. Appendix XIII – pg. 129
Renew – Split Shift~~ } Work completed. Not needed.

~~31. Appendix XIV – pg. 130- 133
Renew and revise as a result of consequential changes – IRA Release~~

TBD (Substantial)

✓ ~~32. Appendix XV – pg. 134
Delete Employee and Family Assistance Plan~~

✓ ~~33. Appendix XVI – pg. 135
Renew - Health Nurses~~

✓ ~~34. Appendix XVII – pg. 136
Renew – Distributed Learning~~

✓ ~~35. Appendix XVIII – pg. 137
Renew - Assistance for Instructors Teaching Students with Disabilities~~

36. Appendix XIX – pg. 138

Renew – Payment of Premiums During Disability

*available
but add word.*

37. Appendix XX – pg. 139

✓ Delete - Phase out of Initial Step Placement Cap

38. Appendix XXI – pg. 141

✓ Renew – Banked Vacation Days

39. Appendix XXII – pg. 142

Renew – Review of Department Head and Coordinator Workload

Move under Joint Steering Committee

40. Add Letter of Understanding regarding Olympics and term instructors

41. Renew and add to the Collective Agreement the Letter of Understanding governing the Instructional Associates

42. Renew the following Letters of Understanding, but do not include them in the Collective Agreement

- a. Letters around flexible work schedules for Continuing Care, Diesel, Practical Nursing
- b. Term instructors in School of Instructional Education
- c. All copyright agreements
- d. Letter of agreement around selection of Learning Centre Coordinator

43. Add applicable forms to guidelines for P.D. applications and Education Leave applications

44. Letters of Understandings not specifically listed

45. Calendar

Include calendar in back and revise dates for duration of agreement

substantial

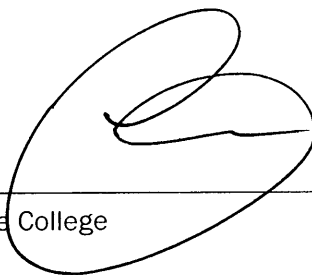
Date: May 9/11

Time: _____

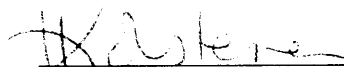
Tentatively Agreed

Union Housekeeping proposals:

- UH 1: In heading and second preamble “And Whereas” (p. 1), change campus references from King Edward to Broadway, and City Centre to Downtown.
- UH 15-17: In Appendix I (currently I-A, I-B and I-C), revise dates to reflect the fact that the term of the New Collective Agreement commences on April 1, 2010.
- UH 26: Appendix IX (Professional Development Funds): Renew. Amend to reference common “College budget”, as individual campuses do not have own budgets.
- UH 41: LOU re: Instructional Associates: Renew, and add to the Collective Agreement.
- UH 45 Calendar: Include in back, and revise dates for duration of agreement.



For the College



For the Union

Date: Nov 30 / 2010

Time: 2:20 pm

Tentatively Agreed

College Housekeeping Proposals:

CH3 – Article 2.14 **Director**

Revise definition of Director – delete “or the Director, School of Music”

CH4 – Clause 3.10.3 **Joint Steering Committee**

Remove word “as” in the last line.

CH5 – Article 3.5 **Attendance at Meetings**

Change reference to Common Agreement, Article “3.5” to “3.4”

CH8 – Clause 4.5.2 **Appointments and Appointment Letters**

Delete “, except as outlined in Article 2.10 **Auxiliary**”

CH11 – Article 5.5 **Allowances**

Insert “Responsibility” in the heading (e.g. Responsibility Allowances)

Third bullet: change Coordinators “III” to Coordinators “II”

CH12 – Article 5.6 **Initial Placement**

Remove reference “(See Appendix XX Phase Out of Initial Step Placement Cap)”

CH13 – Clause 6.6.3 **Professional Development**

Change in first sentence from “pursuant to Articles 6.6.2.1 and 6.6.2.2” to “pursuant to Articles 6.6.2 and 6.6.2.1”

CH14 – Clause 7.1.1.2 **Regular Employees**

Insert in the last paragraph after post-dated cheques “or credit/debit card payment,”

CH17 – Clause 8.14.2 **Jury Duty and Court Appearance**

Add a period to the last sentence.

CH18 – Article 10.3 **Seniority Lists**

Amend numbering: Change “10.3.4” to “10.3.3” and renumber remaining.

CH20 – Clause 13.2.1.1 **Posting**

Change “will close at 11:55 p.m.” to “will close at midnight”.

CH21 – Clause 13.6.6.13.1 (c) **Decision by Majority Vote and Appointment of the Selected Candidate**

Replace “(v)” with “(e)”

CH22 – Clause 13.6.6.13.1 (d) **Decision by Majority Vote and Appointment of the Selected Candidate**

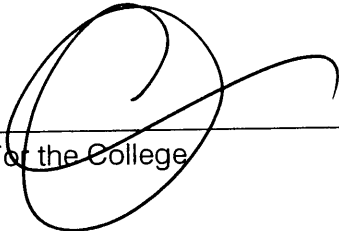
Replace “(ii)” with “(b)”

CH26 – Appendix XV **Employee and Family Assistance Plan**

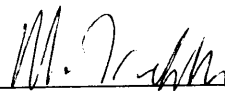
Remove Appendix

CH27 – Appendix XX **Phase Out of Initial Step Placement Cap**

Remove Appendix



For the College



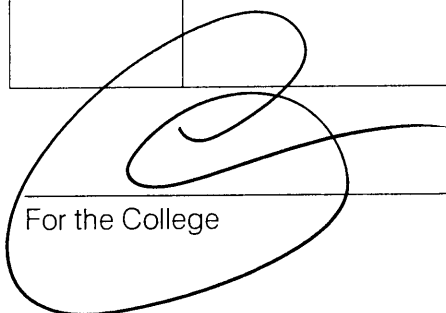
For the Union

Date: Nov 30/2010

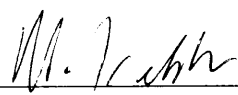
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Tentatively Agreed

Proposal	Art.	Amendment
CH19.1	11.3 Advance Notification of Reduction	11.3.3 Within one week of their request, employees under advance notice of <u>layoff termination</u> shall have access to the hiring criteria of departments or areas to which they may wish to be considered for transfer.
CH19.2	11.4 Reduction Sequence	11.4.2.1 Within one week of having received notice of <u>layoff termination</u> , employees shall identify area(s) to which they wish to be considered for transfer.
CH19.3	11.4 Reduction Sequence	11.4.2.3 By the end of the third week following notice of <u>layoff termination</u> , employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.
CH19.4	11.4 Reduction Sequence	11.4.3.1 Within one month of having received notice of <u>layoff termination</u> , employees shall identify area(s) to which they wish to be considered for transfer.
CH19.5	11.4 Reduction Sequence	11.4.3.3 By the end of the second month following notice of <u>layoff termination</u> , employees shall confirm their choice of area to which they may be transferred and the transfer shall be affected by the College.
CH19.6	11.4 Reduction Sequence	11.4.3.5.2 When the College does not issue notice of <u>layoff termination</u> to a permanent regular employee within 3 months of the date of the advance notice issued to that employee pursuant to Article 11.3.1, then the College will withdraw the advance notice issued to that employee.



 For the College



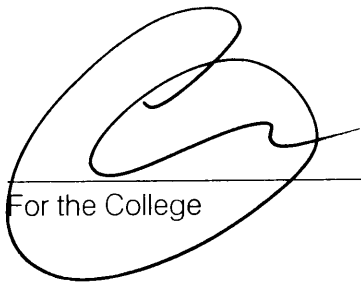
 For the Union

Date: Nov 30/2010

Time: 2:20 pm

Tentatively Agreed

Proposal	Art.	Amendment
CH23	19.1 Personnel Files	There shall be one official Personnel File maintained in Human Resources for every term , regular, <u>term and auxiliary</u> employee. Personnel Files shall also be maintained for those auxiliary employees for whom there is documentation pertaining to any matter that is grievable under Article 12 Grievance Procedure.



For the College



For the Union

Date: Nov 30/2010

Time: 2:20 pm

Tentatively Agreed

Proposal	Art.	Amendment
CH28.1	11.3.2 Advance Notice of Reduction	As per Article 22.4 Early Retirement Incentive and Reduction Sequence , early retirement incentive offers that may offset the impact of the Article 11.4 Reduction Sequence shall be made simultaneously with advance notification.
CH28.2	21 Retirement	21.1 Employees shall retire in accordance with the provisions of the <i>Public Sector Pension Plans Act</i> . In the event of election of early retirement, instructors' dates of retirement shall coincide with the end of the College year, the College term or the working assignment. Arrangements for early retirement must be concluded by the instructors with the appropriate Vice President at least 6 months in advance of the applicable retirement date. For instructors, it is understood and agreed that retirement shall occur no later than the end of the fiscal year in which they attain their 65th birthday. (The fiscal year is defined in the Public Sector Pension Plans Act as September 1 to August 31.) Arrangements for retirement at the end of the fiscal year in which instructors attain the age of 65 must be concluded by the instructors with the appropriate Vice President at least 6 months in advance of the applicable retirement date. 21.2 Employees may be employed beyond retirement age in accordance with the policy of the College Board.
CH28.3	21.2 Retirement	Employees may be employed beyond retirement age in accordance with the policy of the College Board.

CH28.4	22 Early Retirement Incentive	The College may offer to an employee or an employee may request a choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to an employee.
CH28.5	22.1 Eligibility	An employee who possesses the following qualifications shall be eligible for an early retirement incentive: a) is a permanent regular employee at the time of early retirement; b) is age 55 or over; c) has a minimum of 10 years contributory service under the Public Sector Pension Plans Act or as a permanent regular employee with the College; d) is on the maximum step of the salary scale; and e) resigns for the purpose of retirement.
CH28.6	22.3 Application and Agreement	a) Application is voluntary. An employee who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following 12 month period. Applications must be submitted annually in response to the College's "letter of interest." The Association shall be advised in writing of all applications made by employees. b) An employee has the right to accept or decline an early retirement incentive offer made by the College within 30 days of the offer being proposed unless that period is extended by mutual agreement. c) In the event of acceptance of an offer of early retirement incentive, an employee's date of retirement shall be effective on a date mutually agreed upon between the employee and the appropriate Vice President, in keeping with legislation and the maintenance of full years to <u>age 65 retirement</u> upon which the incentive was calculated. All earned vacation entitlements (other

		<p>than the "banked" 11 day credit preserved by some employees) shall be utilized prior to the date of retirement.</p> <p>d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.</p>										
CH28.7	22.4 Early Retirement Incentive and Reduction Sequence	<p>a) Where it is deemed possible to offset the impact of Article 11.4 Reduction Sequence through the offering of <u>a</u> early retirement incentive to an employee (who qualifies as per Article 22.1 Eligibility), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular employee.</p> <p>b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3 Application and Agreement.</p> <p>c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article 11 Reduction, Severance Pay and Recall may be given to the affected regular employee while the employee to whom early retirement incentive has been offered is considering that offer.</p>										
CH28.8	22.5(a) Incentive Alternatives and Method of Incentive Payment	<p>a) Lump Sum Payments</p> <p>The retiring allowance shall be paid in annual instalments, to a maximum of 3 instalments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the employee and shall be based on scale salary*without allowances at the date of retirement (i.e. last day worked) in the following amounts:</p> <table> <thead> <tr> <th>Full Years to <u>Age 65</u></th> <th>Retirement Payout</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20% of annual salary</td> </tr> <tr> <td>2</td> <td>40% of annual salary</td> </tr> <tr> <td>3</td> <td>60% of annual salary</td> </tr> <tr> <td>4</td> <td>80% of annual salary</td> </tr> </tbody> </table>	Full Years to <u>Age 65</u>	Retirement Payout	1	20% of annual salary	2	40% of annual salary	3	60% of annual salary	4	80% of annual salary
Full Years to <u>Age 65</u>	Retirement Payout											
1	20% of annual salary											
2	40% of annual salary											
3	60% of annual salary											
4	80% of annual salary											

		5 or more	100% of annual salary*
CH28.9	22.6 Protection of Medical Benefit Coverage	<p>a) EarlyRetiring employees in receipt of a pension may obtain Basic Medical, Dental and Extended Health benefit coverage through the Pension Corporation when filing a claim for pension. Retired employees in receipt of a pension are not allowed to choose to join these plans at a later date.</p> <p>b) EarlyRetiring employees not immediately commencing receipt of a College pension may elect to continue their Basic Medical, Extended Health and Dental benefit coverage* through the College during the period preceding receipt of pension, but in any event, not longer than 5 years following retirement, provided that:</p> <p>i) written notification of the intent to continue these benefits is provided to Human Resources 6 weeks prior to date of early retirement;</p>	
CH28.10	22.7 Financial Counselling	<p>Each employee who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of 3 hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from Human Resources, each employee will be free to schedule these consultations in whatever manner is most beneficial or convenient to that employee.</p> <p>In addition, each employee who is offered early retirement incentive is eligible to attend one of several College-sponsored pre-retirement planning workshops held annually.</p>	



For the College



For the Union

Date: Dec 1/2010

Time: _____

Tentatively Agreed

CH 15 Add the following to Article 8.9.1.4:

A term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her maternity leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the maternity leave.

CH 16 Add the following to Article 8.10.1.4:

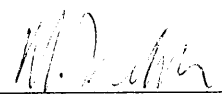
A term instructor is entitled to and the College shall make premium contributions for only MSP benefits for a maximum of 52 consecutive weeks and Extended Health Benefits for a maximum of 26 consecutive weeks, from the commencement of her adoption leave; provided that during such periods the term instructor has been granted and is taking leave from appointments of 50% or more time status. The term instructor shall not accrue vacation and sick leave credits or increment entitlement during the period of the adoption leave.

CH 25 Amend Article 19.3 as follows:

During normal working hours and in the presence of an excluded employee of Human Resources ~~the Associate Vice President Human Resources or delegate~~, every employee has the right of access to their Personnel File alone or accompanied by the President of the Association or their delegate. Upon request, the employee is entitled to a copy of any material in the Personnel File.



For the College



For the Union

Date Dec 1/15

Time _____

TENTATIVELY AGREED

Union Housekeeping

UH 7

Article 7.3.2

Create new calendar of statutory holiday dates for duration of contract.

✓

UH 11

Article 13.6.6.13.3

As soon as the selected candidate has accepted the written offer, the unsuccessful candidates shall be informed, preferably verbally, followed by a note of thanks for their interest in applying by the Dean or Director.

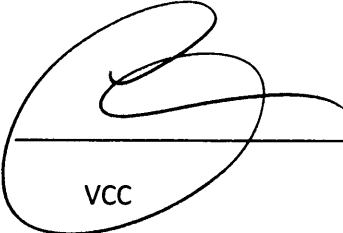
UH 36

Appendix XIX

Renew – Payment of premiums. Agree to change title to Payment of Benefit Premiums During Disability



VCCFA



VCC

Date: Dec 6/2010

Time: 11:20 am

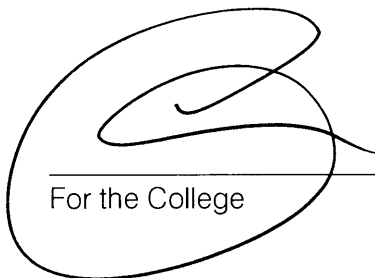
Tentatively Agreed

Renew Appendix XIII, and amend as follows:

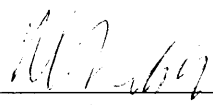
APPENDIX XIII SPLIT SHIFTS LETTER OF AGREEMENT

The College in consultation with the Association will endeavour to improve the working conditions of those whose assigned duty is split, causing a work day which is not completed within 6.5 hours.

1. The College will provide access to clean and safe change rooms with shower facilities at each campus.
2. The College will provide a lounge space on each campus where employees can relax during the time between shifts.
3. The College will provide office space at each campus and access to telephone, computer and photocopier.
4. At the request of either the College or the Association, the parties agree to will establish a joint committee consisting of 2 members of College administration and 2 members of the Association to consider all any unresolved issues affecting employees working evening, weekend and split shifts including but not limited to:
 - resources available
 - services, hours of work, and
 - implication of working unsociable shifts.



For the College



For the Union

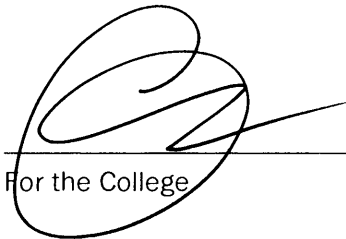
Date: January 10, 2011

Time: 11:30 am

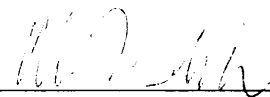
Tentatively Agreed

Union Proposal UH 3:

Add a new Appendix to include the attached documents outlining the agreed process for establishing a new area and changes to the hiring criteria.



For the College



For the Union

For Faculty in VCC Departments

Process for Revising Area Hiring Qualifications

1. The Dean/Director, a Department or both may initiate revisions to the hiring qualifications for an Area (Article 4.3.2.2) when the need arises.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the recommended revisions.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the intended revision and any potential implications.
5. Per Article 4.3.2.3, the revised hiring qualifications in any Area will not apply to:
 - a. Any existing permanent or probationary regular employees in that Area, or
 - b. Any term instructors who have held appointments in that Area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for instructors covered under Article 4.9.2).
6. The revised Area hiring qualifications will be documented as per the attached Form "New Area and Hiring Qualifications Established / Revised" and then submitted to the appropriate Vice President for approval. A list of employees who will be 'grandparented' by virtue of falling under Article 4.3.2.3 will be attached to the Form.
7. HR will keep and maintain the original documentation and distribute copies to the Dean/Director, the Department and the FA, and place the revised information on the shared J Drive at: **J:HR-Info-Faculty Hiring Criteria**

For Faculty in VCC Departments

Process for Establishing New Areas and Hiring Qualifications

1. The Dean/Director or Department may initiate recommendations to establish a new Area and its hiring qualifications (Article 4.3.2.2). The Department Head must notify their Dean/Director of the Department's recommendation to establish a new Area. The Dean/Director will consult with the faculty in a Department when initiating a recommendation to establish a new Area.
2. The Dean/Director will advise Human Resources (HR), the appropriate VP and the VCC Faculty Association (FA) of the intent to establish a new Area.
3. The Dean/Director, the FA and HR will meet to discuss the recommendation.
4. The Dean/Director and the FA will each hold a consultative meeting with the Department to discuss the creation of the new Area, its hiring qualifications and any potential implications.
5. The new Area and hiring qualifications will be documented and then submitted to the appropriate Vice President for approval per the attached Form "New Area and Hiring Qualifications Established / Revised". For current employees affected by the establishment of the new Area, HR, in consultation with the FA and the Dean/Director, will document the names of the employees and their rights, such as being grandparented in the new Area (Article 4.3.2.3).
6. HR will keep and maintain the original documentation, distribute copies to the Dean/Director, Department and the FA, and place the information on the shared J Drive at: J:\HR-Info\Faculty Hiring Criteria.
7. The new Area shall be considered part of the Agreement's Appendix II **Areas**.

NEW AREA & HIRING QUALIFICATIONS ESTABLISHED/REVISED

Please check the appropriate box:

New Area	New Department	Revised Title	Revised Qualifications	Revised Title & Revised Qualifications
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Department: _____ **Area:** _____

Effective Date: _____

Please attach old and revised hiring qualifications / or details on new area.

I. DEPARTMENT:

Meeting held with Department. Yes Date: _____

Meeting held with Dean / Director. Yes Date: _____

DEPARTMENT HEAD SIGNATURE

II. VCCFA:

Consulted with Department regarding revisions. Yes Date: _____

FACULTY ASSOCIATION SIGNATURE

III. DEAN / DIRECTOR:

VCC confirms and recommends revisions to V.P. Yes Date: _____

DEAN/DIRECTOR SIGNATURE

IV. VICE PRESIDENT:

VICE-PRESIDENT SIGNATURE

Approval.

Date: _____

Original Returned to HR.

See attached list of (Affected/Grandparented/Included) employees.

Date: January 10/2011

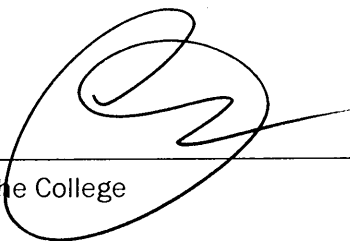
Time: 1.43 pm.

Tentatively Agreed

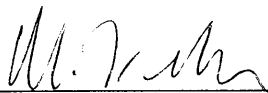
College Proposal C18

Amend Article 4.3.6 as follows:

The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.3.2 **Hiring Recommendation Process and Qualifications**. Applicants will be advised by the College Department Head that it is their responsibility to present all information regarding their qualifications and suitability for the position. ~~at the time of application, including original or certified copies of all diplomas, certification and/or degrees.~~



For the College



For the Union

Date: January 10/2011


Time: 1:45 pm.

Tentatively Agreed

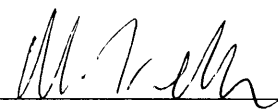
College Proposal C19

Amend Article 4.4.2 as follows:

4.4.2 From time to time, in situations when it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. ~~In these cases, the individual must be recommended by the Committee within one month of first being employed in order to be eligible for continued or subsequent employment.~~ For continued or subsequent employment, the instructor must meet the hiring criteria for that area and be recommended by an AHRC within two months of first being employed.



For the College




For the Union

Date: January 12/2011

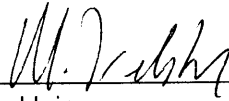
Time: 10.15 am.

Tentatively Agreed

ER #	Art.	Proposed Amendment
CH2	2 Interpretation and Definition	List definitions in alphabetical order
CH24	19.2 Personnel Files	Personnel Files will be kept confidential and access will be limited to the College President <u>or delegate</u> , the Associate Vice President Human Resources, <u>Human Resources employees</u> , appropriate Vice Presidents or their respective designates who are not members of the Association acting on their behalf. The College shall not release information contained in an employee's Personnel File to unauthorized individuals without the written consent of the employee concerned.



For the College



For the Union

Date: January 12/2011

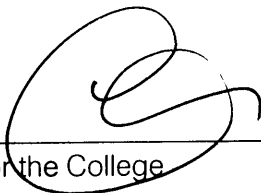
Time: 10.15 am

Tentatively Agreed


College Proposal C16

Amend Article 4.1.3 as follows:

4.1.3 Human Resources will forward the draft posting to the Dean to review and return to Human Resources. The Association will be provided with a copy of the posting at the time it is posted. The Area Hiring Recommendations Committees, established per Article 4.3 Area Hiring Recommendation Committees' Hiring Process, will be allowed a reasonable length of time to review and/or write a the posting in order to prepare for the selection process. which will be forwarded to Human Resources for review.



For the College



For the Union

Date: January 17/2011

Time: 10.05 am,

Tentatively Agreed

Union Proposal U21

Amend Article 25 as follows:

25.4 Occupational Health and Safety Committee

25.4.1 The College undertakes to establish and maintain an Occupational Health and Safety Committee at each campus in keeping with the *Industrial Health and Safety Regulations* of the Workers' Compensation Board and to ensure that such Committee carries out all duties and responsibilities in accordance with said Regulations. The College will post the names, home campuses and telephone locals of the Committee members in a conspicuous place or places where they are likely to come to the attention of faculty members.

25.4.2 There shall be no less than 2 representatives of the Association at each campus on said Committee.

25.4.3 Any employee who serves as an Association representative on the Occupational Health and Safety Committee shall be granted paid leave for attending such meetings or matters arising from such meeting.

25.4.4 The College shall arrange appropriate training for members of the Occupational Health and Safety Committees. Where possible, such training shall be provided during normal working hours, with no loss of pay.

25.4.5 The Occupational Health and Safety Committee has the right to inspect health and safety conditions in accordance with the *Workers' Compensation Act* and to consult as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters. The Committee has the right to review employer records considered relevant to the health and safety concerns, exclusive of medical or Personnel Files.

25.4.5.1 The Committee shall be notified of each incident, complaint or concern regarding health and safety and shall investigate and report in writing on the nature and cause of each.

25.4.5.2 Both the Association and the College shall receive copies of any minutes, reports or correspondence pertaining to the Committee or its operation.

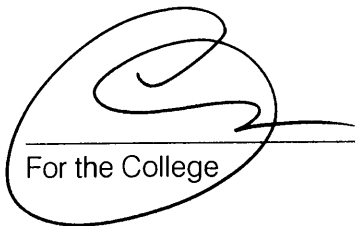
25.4.6 The Occupational Health and Safety Committee will post in each classroom notices regarding emergency procedures and phone numbers.

25.5 Health and Safety Apparel and Equipment

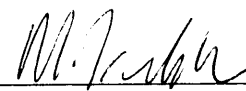
The College agrees to supply at no cost to the faculty all pieces of health and safety apparel and equipment required by Workers' Compensation.

25.6 Working Alone or in Isolation Procedures

The College will ensure that a current copy of its Working Alone or in Isolation Procedures is provided to each current and new employee. The College will make training available regarding such Procedures.



For the College



For the Union

Date: February 4, 2011

Time: 10:35

Tentatively Agreed

College Proposal C 12

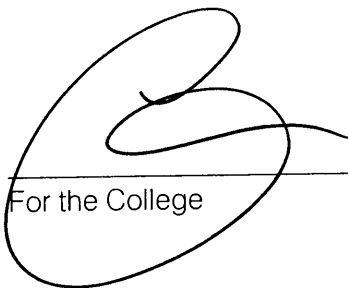
Replace Vice President/Delegate with Dean/Director in Identified Provisions

Replace the phrases “Vice President” or “Vice President or Delegate” with the phrase “Dean or Director” in the following Articles: 4.4.1, 5.6.5.1(e), 5.6.5.3(c), 5.6.5.5 and 6.2.1.

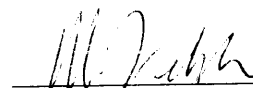
Details of the amendments are as follows:

Art.	Amendment
4.4.1 AHRC Recommendations	When making recommendations to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Vice President or delegate <u>Dean or Director</u> for approval.
5.6.5.1(e) Initial Placement	Based on relevant academic, professional, trades or technical credentials from a recognized institution, step credits will be granted as follows: a) One step for the equivalent of one year or more of full time equivalent study resulting in a Diploma or Certificate(s); or b) 2 steps for a Bachelors level degree, Journeyman Certificate or the equivalent of 3 to 4 years of full time equivalent study resulting in a Diploma; or c) 3 steps for a Masters degree or equivalent; or d) 4 steps for a Doctorate degree. e) The appropriate Vice President <u>Dean or Director</u> will determine the relevancy and equivalency of educational credentials referred to in Article 5.6.5.1.

<p>5.6.5.3 (c) Initial Placement</p>	<p>5.6.5.3 Based on relevant teaching or work experience, additional step credits will be granted as follows:</p> <p>a) One step for each year of teaching or directly related work experience to a maximum of 5 steps.</p> <p>b) For Article 5.6.5.3 (a), only a full one year equivalency (FTE) will be credited.</p> <p>c) The appropriate Vice President <u>Dean or Director</u> will determine the relevancy and equivalency of teaching and work experience referred to in Article 5.6.5.3.</p>
<p>5.6.5.5 Initial Placement</p>	<p>5.6.5.5 Notwithstanding Article 5.6.5.4, the appropriate Vice President <u>Dean or Director</u> may grant initial step placement, on an individual basis, upon consideration of special situations not covered by any of the above.</p>
<p>6.2.1 Determination of Departmental Workload Profiles</p>	<p>6.2.1 In each department, the Department Head shall consult with the instructors in the department in order to determine which of the forms of work listed in Articles 6.1.2 and 6.1.3 shall constitute their assigned duties as well as the number of hours for each form of work. The decision of the Department Head shall be subject to the approval of the majority of the instructors in the department. The decision of the department shall then be subject to the approval of the appropriate <u>Dean or Director</u> Vice President or delegate. The approval of the appropriate <u>Dean or Director</u> Vice President or delegate shall not be unreasonably withheld.</p>



For the College



For the Union

Date Feb. 4/11

Time 10⁴⁰ am

Green

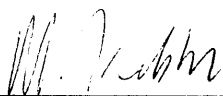
U 2

Improve Information Reporting to VCCFA


Amend Article 3.9 by adding the following new provision between the current 3.9.2 and 3.9.3

3.9.3 The College shall provide the Union with the following reports at the beginning of each month, in electronic format:

- a) a report listing the following information for each employee for the previous month: name, Banner identification, employee status class, Association dues deducted, and gross pay; and
- b) a separate report listing the following information for each auxiliary employee for the previous month: name, Banner identification, employee status class, Association dues deducted and gross pay.



For VCCFA



For VCC

Date: March 31/2011

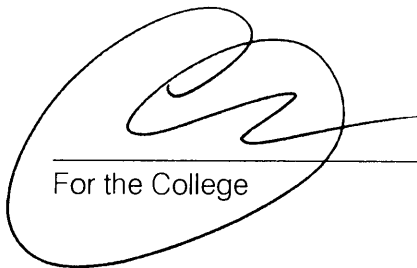
Time: 12²⁰ pm

Tentatively Agreed

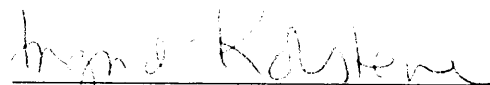
College Proposal C6(a)

Amend Article 13.3.3 as follows:

- 13.3.3 In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. Appointments for Instructional Associates will be at least 6 months apart. At the end of the 3 year term, Instructional Associates shall return to their previous positions as instructors, or may be eligible to reapply for a second term of 3 years.



For the College



For the Union

Date: March 31/11
Time: 1 25

Tentatively Agreed

Amend Appendix XVIII as follows:

APPENDIX XVIII

ASSISTANCE FOR INSTRUCTORS TEACHING STUDENTS WITH DISABILITIES

LETTER OF UNDERSTANDING

The College acknowledges that some instructors may require additional resources to provide an appropriate learning environment for students with disabilities.

To assist instructors working with students with disabilities, the College will:


1. Provide workshops to assist instructors in achieving success for students with disabilities that include the accommodation process, available resources for students and instructors, classroom-student-instructor management and instructional support.
2. Provide mentoring, assistance or training for instructors who teach students with disabilities.

The College and the Association will establish a joint subcommittee to do the following:

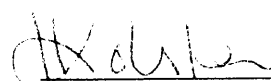
31. Review existing procedures and establish processes for accessing and providing support.
42. Identify available instructional support and services for instructors teaching students with disabilities.
53. Review and make recommendations regarding the preparation and distribution of ~~Produce and distribute~~ information bulletins or brochures that identify all available instructional support and services available for instructors teaching students with disabilities.
64. Conduct a survey of instructors to obtain comments on how best to meet their needs related to working with students with disabilities.
- ~~7.~~ ~~Consult with the Association on the previous points.~~

The joint subcommittee will be established under Article 3.11, and will be comprised of at least one representative of the College and one representative of the Association, to a maximum of 2 representatives each. The joint subcommittee will establish a mutually agreed upon meeting schedule.

The goal of the joint subcommittee will be to conduct the review and provide a report to the parties outlining its findings and recommendations regarding the above points by March 31, 2012.



For the College



For the Union

Date: March 31/11

Time: 1:30

U3

Tentatively Agreed

Amend Article 3.10.1 as follows:

3.10.1 The Joint Steering Committee shall consist of 2 members appointed by the College and 2 members appointed by the Association. These 4 members shall be the quorum for a Joint Steering Committee meeting. With the written agreement of the parties, subcommittees which may include non-Joint Steering Committee members may be established to deal with specific matters.

Amend Article 3.10.2 as follows:

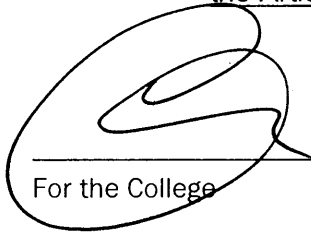
3.10.2 The Joint Steering Committee shall be a standing union management committee with a mandate for the following:

~~3.10.2.1~~ (a) Performance Appraisal – to oversee the performance appraisal process for all employees as detailed in the attached Appendix VI Guidelines for the Performance Appraisal of Regular Instructors and as per Article 15.


~~3.10.2.2~~ (b) Evaluation – to oversee the evaluation process for all employees as detailed in the attached Appendix VII Guidelines for the Evaluation of Term and Probationary Regular Instructors and as per Article 16.

~~3.10.2.3~~ (c) Evaluation and Appraisal of Instructors with Responsibility Allowances – to oversee the evaluation and appraisal of Instructors with Responsibility Allowances as detailed in the attached Appendix VIII Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances and as per Articles 15 and 16.

(d) Any other matters that the College and the Association agree in writing to refer to the Article 3.10 Joint Steering Committee.



For the College



For the Union

Date: March 31/11

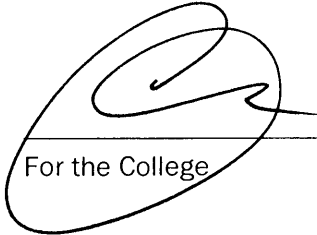
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U10

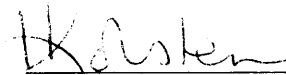
Tentatively Agreed

Add the following new provision in Article 6.1 (Assigned Duty):

6.1.4 The College will ensure that assigned duty time is scheduled in each department in each Fiscal Year, for the faculty members in the department to meet as a whole or in subgroups to discuss departmental work or issues. These meetings shall be scheduled in a manner that does not result in additional cost to the College or a reduction in instructional services.



For the College



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Date: March 31/11
Time: 12:5

Tentatively Agreed

1. **Union proposal U15:** Amend Articles 8.3.6.4 and 8.3.7.5 as follows:

8.3.6.4 Normally, employees shall not be eligible for subsequent long-term education leaves until a period of 6 2 years has elapsed since the completion of the previous leave.

8.3.7.5 Normally, employees shall not be eligible for subsequent short-term education leaves until a period of 2 1 years has elapsed since the completion of the previous leave.

2. **Union proposal U17B:** Amend Article 8.12.1.1 as follows:

Employees may apply for renewal leave of less than 6 months. Renewal For renewal leaves of less than 4 months, must the Dean/Director may require that such leave be taken in combination with professional development, vacation or other leaves so that their combined total meets the scheduling requirements of the department or area is at least 4 months. Approval of such applications will not be unreasonably denied.

3. **Union proposal U41:** Add "distributed learning activities" to the list of forms of work contained in Article 6.1.2.

4. **College Proposal C9:** Insert the following new definitions in Article 2:

"Department Leader" means a faculty member who is a Department Head, Assistant Department Head, Coordinator I, or Coordinator II.

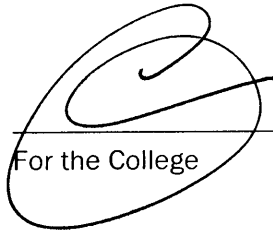
"IRA" means a faculty member who is a Department Leader or an Instructional Associate.

Make the necessary consequential changes throughout the Collective Agreement, including changing "Instructor Responsibility Allowance" to "IRA Allowance".

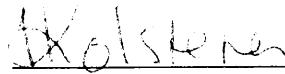
5. **College Proposal C17:** Amend Article 4,2.2 as follows:

4.2.2 Term Appointments or Auxiliary Work

Prior to being offered a term appointment or auxiliary work, all individuals must complete the hiring recommendation process and be recommended by an AHRC. ~~As long as a term employee's name remains on the seniority list as per Article 10.3.2, only one such recommendation per area shall be required for a term appointment or auxiliary work whether one is first listed as an auxiliary or appointed as a term instructor.~~ The individual need only be recommended by an AHRC once for each area, whether first hired as a term appointment or as an auxiliary. However, an individual who has not worked in the area during the previous twenty-four (24) months must be recommended by the AHRC again prior to rehire in that area.



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