

**COMMON SECTION**

**1. INTRODUCTION**

1.1 Parties to the Agreement

THIS AGREEMENT made

BETWEEN

COLLEGE OF NEW CALEDONIA BOARD

(hereinafter called "Board")

OF THE FIRST PART

AND

FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

(hereinafter called "Faculty Association")

OF THE SECOND PART

WHEREAS the Board is the "employer" as defined by the Industrial Relations Act of British Columbia;

AND WHEREAS the faculty members of the College are the "employees" as defined by the Industrial Relations Act of British Columbia;

AND WHEREAS the Faculty Association is defined as a trade union by the Industrial Relations Act of British Columbia;

AND WHEREAS the Faculty Association is certified by the Industrial Relations Council as the sole collective bargaining agent for all full-time and part-time faculty employees of the College of New Caledonia primarily engaged in teaching functions including instructors in academic, technical and vocational programs, adult basic education programs, and continuing education programs, except part-time instructors employed to teach general interest courses.

NOW THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree that:

## 1.2 Preamble

1.2.1 The parties recognize that the College is an educational institution committed to meeting the needs of the region it serves and to providing relevant educational opportunities for persons of all ages, backgrounds and experiences.

### 1.2.2 Employment Equity

The Faculty Association and the College support the principle of employment equity for women, visible minorities, First Nations peoples, and individuals with disabilities.

1.2.3 The purpose of this Agreement is to promote the quality of the education provided at the College. The terms and conditions contained in this Agreement are designed to promote harmonious relations within the College and to facilitate the just settlement of disputes and misunderstandings.

1.2.4 If a new position is being created at the College that includes both work normally performed by faculty employees and work normally performed by support staff, the College agrees to provide a description of the duties and responsibilities of the position to the Faculty Association in advance of implementation. It is the College's intent that the period of notice will be adequate for the joint committee referred to in Article 4.15 to review the proposed duties and responsibilities of the position and its inclusion in or exclusion from the Faculty Association bargaining unit.

In the event of a jurisdictional dispute over the position, the College may fill the position and work it pending resolution of the dispute through mutual agreement of all parties or mechanisms contained in applicable legislation. Article 3 of this agreement shall not be applicable to disputes arising from this Article.

1.2.5 The College will give preference to the designation of full-time faculty positions rather than part-time faculty positions subject to such operational requirements as the quality of programs, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students and the community, and consultation with program faculty.

1.2.6 This collective agreement contains three sections. The three sections are: Common Section, Section A and Section B. The Common Section applies to all members of the bargaining unit. Section A applies only to full-time faculty employees. Section B applies only to part-time faculty employees.

1.3            Term of the Agreement

1.3.1            This Agreement, unless changed by mutual consent of both parties, shall be in force and effect from the date of signing to March 31, 1994; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.

1.3.2            The notice required under 1.3.1 above shall be validly and sufficiently served to the Principal or to the President of the Faculty Association at least four months prior to the expiry of this Agreement.

1.3.3            If no new agreement is reached at the expiration of this Agreement, or if negotiations are continued beyond the date of expiry of this Agreement, or if the collective bargaining process is referred to mediation under 1.4 below, this Agreement shall remain in force up to the time a subsequent agreement is reached, or until the Faculty Association commences a strike or the College commences a lockout.

1.4            Provision for Mediation of the Collective Bargaining Process

1.4.1            Where a difference arises between the parties relating to the negotiations towards a new collective agreement, and only with the mutual agreement of the parties, a person may be selected and requested to:

- i. investigate the difference(s)
- ii. define the issue in the difference(s) and
- iii. make recommendations to assist the parties to resolve the difference(s).

Both parties agree that, failing mutual agreement or satisfactory resolution of the difference(s), either party retains their rights at law to pursue any other process.

1.5            Modification of the Agreement

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

1.6            Number

When the singular is used in this Agreement, it is understood that the reference includes the plural as the context so requires.

1.7            Reference to Legislation

Wherever legislation (both federal and provincial) is specifically referred to in this Agreement, failure of the College or the Faculty Association to abide by the conditions of such legislation shall be subject to the grievance and arbitration procedures of this Agreement.

1.8            Strikes and Lockouts

There must be no strikes, lockouts or illegal job action so long as this Agreement remains in effect.

1.9            Agreements Responsibilities

Except with the mutual consent of the Faculty Association and the Board, faculty employees must not make any written or oral agreements with the employer which conflict with the terms of this Agreement nor must the employer ask, require or permit them to do so.

## 2. DEFINITIONS

- 2.1 "Faculty Employee" denotes all teaching faculty, librarians, counsellors, study skills instructors, and laboratory demonstrators as included in the certification of the Faculty Association of the College of New Caledonia as a trade union.
- 2.2 "Full-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 whose workload is as described in one of A.3.2.11, A.3.3.11, A.3.4.11, A.3.5.6, A.3.6.6, or A.3.7.5.
- 2.3 "Part-time Faculty Employee" denotes any member of the bargaining unit recognized in Article 1.1 other than a full-time faculty employee.
- 2.4 "Faculty Association" denotes the Faculty Association of the College of New Caledonia, certified as a trade union and the sole bargaining agent for College faculty employees as defined in 2.1 above.
- 2.5 "Directors of the Faculty Association" denotes the Board of Directors of the Faculty Association of the College of New Caledonia as defined under the constitution of the Association.
- 2.6 "Principal" denotes the Chief Executive Officer of the College of New Caledonia.
- 2.7 "Board" denotes the Board of the College of New Caledonia.
- 2.8 "Vice Principal" denotes the administrator directly responsible for one of the two major functional areas of the College; namely, Academic, and Administration and Bursar wherein faculty employee positions have been established.
- 2.9 "Associate Director" or "Divisional Director" denotes the administrator directly responsible for the management of a faculty employee's division.
- 2.10 A "General Interest Course" is any course \* taken primarily for recreational education purposes which does not \*:
- a. receive formal recognition by the College of New Caledonia, an outside government agency or Ministry, a professional association, a registered accrediting body, or another recognized educational institution; or

- b. contain major components of College of New Caledonia courses and programs as classified in A.3.1 and B.5.1, including curriculum and evaluation standards; or
- c. \* lead directly to the present or immediately intended occupation of the prospective students \*.

It is specifically agreed that G.E.D. and Study Skills courses are not considered General Interest courses. College of New Caledonia course completion certificates may be issued for General Interest Courses, but the student's registration and performance will not form part of the student's permanent record at the College. For the purposes of this Agreement, professional development seminars of one (1) week or less offered by the Enterprise Development Centre are considered General Interest courses.

2.11        "Average" denotes the arithmetic mean.

2.12        A "lecture, seminar, tutorial, laboratory, student-contact, practicum supervision, or classroom teaching hour" denotes a sixty (60) minute period which includes fifty (50) minutes of instruction and ten (10) minutes of break.

2.13        "Discipline" denotes a field of study such as Mathematics, Psychology, Welding, Economics, Dental Assisting, A.B.E. - Science, etc.

### **3. GRIEVANCE AND ARBITRATION PROCEDURES FOR FACULTY EMPLOYEES**

#### 3.1 Grievances

The Board and the Faculty Association recognize that grievances may occur.

#### 3.2 Nature of a Grievance

A grievance is any complaint or difference between the parties relating to the application, operation, interpretation or alleged violation of this Agreement or to whether any matter in this Agreement is arbitrable.

#### 3.3 Informal Resolution of Grievance

3.3.1 A faculty employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her Divisional Director in an effort to resolve the matter promptly and informally.

3.3.2 Any resolution of the grievance or complaint in this manner shall be consistent with this Agreement, but shall not be binding upon the Faculty Association, the Board, or any other faculty employee.

3.3.3 If the Faculty Association is of the opinion that a complaint or a grievance has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Faculty Association may make a formal grievance concerning such a resolution.

#### 3.4 Formal Grievance Procedure - Union

A grievance may be formally initiated by the Faculty Association on behalf of an individual employee or the Association and shall proceed by the following steps without delay and without work stoppage:

3.4.1 The grievance shall first be submitted in writing to the appropriate Vice Principal within six (6) calendar weeks of the time the Faculty Association could reasonably have become aware of the grievable action having taken place.

3.4.2 If the grievance is not satisfactorily resolved by 3.4.1, the Directors of the Faculty Association shall submit the grievance in writing to the Principal.



3.4.3 If the grievance is not resolved to the satisfaction of the Directors of the Faculty Association by 3.4.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Directors of the Faculty Association to the Board.

3.4.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:

- a. If a grievance at the stage described in 3.4.1 above has not been advanced to the next stage described in 3.4.2 within fourteen (14) calendar days from the date of receipt of the grievance by the Vice Principal, it shall be deemed to have been abandoned.
- b. If a grievance at the stage described in 3.4.2 above has not been resolved within fourteen (14) calendar days from the date of receipt of the grievance by the Principal, it shall, at the request of the Directors of the Faculty Association, be referred to binding arbitration under 3.4.3.
- c. At each stage described in 3.4.1 and 3.4.2 above, a written reply shall be given to the Faculty Association within seven (7) calendar days of the receipt of the grievance by the Vice Principal or the Principal. Should the grievance be denied at the stage described in 3.4.1 or 3.4.2, the written reply shall state the reason(s) for denial.

3.4.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.4.

3.4.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to binding arbitration under 3.6 for resolution.

3.4.7 The parties agree that, in the event of a grievance arising from the application of the College's policy on harassment, the following adjustments to the grievance procedure shall be made:

- a. Where a person who is the subject of a complaint of harassment is the College representative at any step of the grievance procedure, then the Faculty Association may bypass that step of the procedure or present the grievance to another representative appointed by the College.

- b. Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then an arbitrator seized of a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.

### 3.5 Formal Grievance Procedure - Board

3.5.1 For the purpose of Article 3.5, a grievable action is any action specified as a responsibility of the Faculty Association under this Agreement. A grievance may be formally initiated by the Board and shall proceed by the following steps without delay and without work stoppage.

3.5.2 The grievance shall be submitted in writing to the Faculty Association within two (2) calendar months of the time the Board could reasonably have become aware of the grievable action having taken place.

3.5.3 If the grievance is not resolved to the satisfaction of the Board by 3.5.2, the grievance shall be referred to binding arbitration as described under 3.6. The desire to refer a grievance to binding arbitration shall be indicated in writing by the Board to the Faculty Association.

3.5.4 In order to ensure that grievances are resolved as quickly as possible, the following time limits shall apply:

- a. If the grievance at the stage described in 3.5.2 above has not been satisfactorily resolved within three (3) calendar weeks from the date of receipt of the grievance by the Faculty Association, it shall at the request of the Board be referred to binding arbitration under 3.5.3.
- b. At the stage described in 3.5.2 above, a written reply shall be given to the grievor within two (2) calendar weeks of the receipt of the grievance by the Faculty Association.

3.5.5 The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 3.5.

3.5.6 Any difference between the parties relating to the interpretation of this grievance procedure shall be referred to the Board and the Directors of the Faculty Association for resolution. If the difference cannot be resolved in this way, the question of interpretation of this article (3.5) shall be referred to binding arbitration under 3.6.



3.6            Arbitration Procedure

3.6.1            Grievances referred to arbitration under 3.4.3, 3.4.4(b), 3.5.3 and 3.5.4(a) above or other matters referred to arbitration under the terms of this Agreement shall be submitted to an Arbitration Board for final and conclusive settlement.

3.6.2            The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

J. McIntyre

R. Diebolt

D. Munroe

G. Leslie

If the parties cannot agree on a mutually acceptable name from this list, it is agreed that, the selection of the arbitrator shall be made by lot from the aforementioned list.

3.6.3            The decision in writing of the Arbitrator shall be final and binding on both parties, but the Arbitration Board shall have no power to alter, modify or amend this Agreement in any respect.

3.6.4            The decision arrived at under 3.6.3 shall be made and transmitted in writing to both parties within twenty-one (21) calendar days from the date of the appointment of the Arbitrator.

3.6.5            The Arbitration Board shall provide full opportunity to all parties to present evidence and make representation to it.

3.6.6            The Arbitration Board shall have the power to determine whether a particular grievance is arbitrable.

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

3.6.8            Extensions of the time periods in the arbitration procedure described in 3.6 shall be made only by agreement of the parties in writing.

3.6.9 In the event of a dispute over the interpretation of the Arbitrator's decision, then either party may request a clarification of the decision from the Arbitrator. Such clarification is part of the Arbitrator's decision and any costs related thereto shall be shared equally.

#### **4. FACULTY ASSOCIATION**

##### **4.1 Membership in the Faculty Association**

All new faculty employees shall, as a condition of employment, become and remain members in good standing of the Faculty Association.

All employees within the bargaining unit of the Faculty Association who are already members of the Association shall, as a condition of employment, remain members in good standing of the Association.

All employees within the bargaining unit of the Faculty Association who are not members of the Association at the date of signing of this Agreement may become members of the Association, but shall not be required to do so. If they chose to become members of the Faculty Association, they shall, as a condition of employment, remain members in good standing of the Association.

##### **4.2 Checkoff of Association Dues**

**4.2.1** For all faculty employees the Board agrees to the compulsory checkoff of all Faculty Association dues, initiation fees and other assessed charges of the Faculty Association as a condition of employment.

**4.2.2** The Board agrees to deduct each month from the monthly salary of each faculty employee Faculty Association dues as determined by the Faculty Association and to deduct any other assessed charges as determined by the Faculty Association. This sum shall be transmitted to the Faculty Association without delay. Before the College is obliged to deduct any amount under **4.2.1**, the Secretary or President of the Faculty Association must advise the Bursar's Office in writing, by copy of a resolution passed at a general meeting of the Association, of the amount of its regular dues or other assessed charges. The amount so advised shall continue to be the amount to be deducted until changed by further written notice and resolution of the Faculty Association signed by the Secretary or President of the Faculty Association. Upon receipt of such notice, such changed amount shall be the amount deducted.

**4.2.3** The Board agrees to inform new faculty employees that an Agreement between parties is in effect and with the conditions of employment set out in 4.1 and 4.2 dealing with union membership and dues checkoff. New faculty employees shall be presented with a copy of the Agreement with their letter of appointment.

4.2.4 The College shall require all new faculty employees, at the time of hiring, to complete a Faculty Association membership application and execute an assignment of wages for Faculty Association dues. The membership application and the form for the assignment are to be provided by the Faculty Association. The completed membership application is to be forwarded to the Faculty Association within five (5) working days. The form for assignment of wages is to be completed in duplicate with one copy being forwarded to the Faculty Association within five (5) working days of execution.

4.3 Rights of Faculty Employees

4.3.1 A copy of this Agreement shall be distributed by the Board free of charge to all faculty employees employed under the terms of this Agreement. In addition, a reasonable number of extra copies shall be provided free of charge at the request of the Faculty Association.

4.4 Leaves of Absence for Faculty Association Business

4.4.1 The maximum workload of the President of the Faculty Association shall be no more than three-quarters (3/4) of the prescribed maximum excluding scheduled office hours (see Article A.3). If the Faculty Association wishes to reduce this amount up to full-time release of the prescribed maximum, the Faculty Association agrees to reimburse the College for all costs, including salary and fringe benefits, related to the additional reduced workload where arrangements have been made to have the employee's regular duties covered.

4.4.2 Any faculty employee who is a member of the contract committee, a steward, or a Director of the Faculty Association shall have the opportunity of attending meetings with the administration and/or the Board that are held within working hours without loss of salary or benefits. The College shall assist the faculty employee in making satisfactory arrangements to cover his/her instructional duties as required by attendance at such meetings. Times for such meetings shall be mutually agreeable.

4.4.3 For full-time positions within the Faculty Association or any organization to which the Faculty Association or the College is a member, a leave of absence may be granted (A.7.7) upon a minimum of two months written notice. No reasonable request shall be denied.

Such a faculty employee continues to receive full salary and benefits. The Faculty Association agrees to reimburse the College with the full amount of such salary and benefits as well as the reasonable recruitment expense for the faculty employee's replacement, where such replacement is provided.

4.4.4 The College must grant, on written request from the Faculty Association, the requested part-time release for faculty employees selected for positions within the Faculty Association or any organization of which the Faculty Association or the College is a member. Such a faculty employee continues to receive full salary and benefits and the Faculty Association shall reimburse the College for the cost of replacement, where such replacement is provided, except in the case of the Faculty Association President's workload reduction (4.4.1).

4.4.5 Absence from duties shall be permitted where it is required in connection with the handling of, or participation in, a grievance or arbitration provided that permission is received in advance from the appropriate Divisional Director or Vice Principal. Such permission shall not be unreasonably withheld. Time spent during a faculty employee's normal working hours in the handling of, or participation in, grievance or arbitration shall be considered time worked. Such time, as well as additional time spent in rescheduled activities, shall not qualify for overload remuneration. These provisions apply only to those members expressly identified by the Faculty Association as being involved in and integral to the procedures of grievance and arbitration, including witnesses.

4.4.6 Leave of absence with pay shall be permitted where it is required for attendance at hearings and court actions relating to the application of this Agreement (Common Section, Section A, and Section B), provided that permission is received in advance from the appropriate Director or Vice Principal. Such permission shall not be unreasonably withheld. These provisions apply only to those faculty employees expressly identified by the Faculty Association.

#### 4.5 Use of College Facilities by the Union

4.5.1 Meeting space shall be provided free of charge on a basis of booking priority.

4.5.2 Other facilities, such as the use of equipment, shall continue to be charged to the Faculty Association on the current basis.

#### 4.6 List of Faculty Association Officers and Representatives



The Faculty Association shall provide the College with a list of its officers and any other official designates. This list shall be kept current by the Faculty Association at all times.

#### 4.7      No Discrimination

The College shall not refuse to employ, or to continue to employ, or to advance a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of any of the following factors:

- a.      gender, or
- b.      age, or
- c.      race, or
- d.      sexual orientation, or
- e.      physical disability, or
- f.      current or past psychiatric history, or
- g.      number of dependents, or
- h.      union activities.

#### 4.8      Sexual and Personal Harassment

The College and the Association recognize the right of all employees to work in an environment free from harassment. \*

For the purpose of this agreement, sexual harassment is defined as follows:

- a.      unwanted sexual attention made by a person who knows or ought to know that such attention is unwanted; or
- b.      implied or expressed promise of reward for complying with a sexually oriented request; or
- c.      implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- d.      sexually oriented remarks or behaviours which may be reasonably perceived to create a negative psychological or emotional environment for work and study.

For purposes of this agreement, personal harassment includes physical threat, physical assault and physical intimidation.

Any complaint alleging harassment shall be treated seriously and in strict confidence and an employee may choose to have the complaint addressed through either the grievance procedure, or the College's Harassment Policy, or by notifying the B.C. Council of Human Rights. The Association agrees that harassment is grievable by the Board.

4.8.1 Alleged violations of Article 4.8 shall be grieved by Article 3 with modifications as follows:

- a. If a person who is the subject of the grievance is the College representative at any step of the grievance procedure, that step of the procedure will be bypassed. If the College representative subject to the grievance is the College President, the grievance shall be referred to the College Board.
- b. College and Faculty Association representatives shall, in the course of investigating a complaint of harassment, have due regard for the complainant's interest in privacy and confidentiality.
- c. An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the complainant's interest in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- d. Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then an arbitrator seized of a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.
- e. No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.

4.9 Indemnity

4.9.1 The College will maintain liability insurance, through the Ministry of Advanced Education and Job Training, to fully indemnify faculty employees, to the maximum amount as determined by the Ministry, against judgements

arising out of actions brought against faculty employees acting in the normal course of their employment with the College. The College agrees to inform the Faculty Association of the terms of this coverage and of any changes in the coverage.

4.9.2 The College further agrees to retain counsel to defend faculty employees in any action brought against employees acting in the normal course of their employment with the College and to pay the legal costs and necessary disbursements associated with the defence.

4.9.3 The College shall not seek indemnity against faculty employees in any case in which the College is sued for conduct of faculty employees acting in the normal course of their employment with the College.

4.10 Appointment of Administrators

4.10.1 The Faculty Association shall be notified a minimum of thirty (30) calendar days in advance of any College decision to create new instructional administrative positions or fill instructional administrative positions, including acting positions for periods of five (5) months or longer. The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing instructional administrative positions.

4.10.2 A committee of no more than four (4) faculty employees may be appointed by the Directors of the Faculty Association to assist the administration in filling senior and all instructional administrative positions, including acting positions for periods of five (5) months or longer. This committee shall review the list of candidates for these positions, excluding that of Principal, and shall make recommendations to the Principal. In the case of selection of a Principal, such a committee shall assist the Board in the same manner. The faculty employees on this committee should represent the various areas of the College and need not necessarily be members of the Faculty Association.

4.10.3 For the purpose of information sharing, the College agrees that if a Co-ordinator's position (see Articles 5.7 and A.2.4) in a program area is discontinued and an administrative position with responsibility encompassing that program area is created within the subsequent eighteen (18) months, then the College shall provide the Faculty Association with the following data prior to filling the administrative position:

- a. A copy of the job description of the new administrative position and

- b. An outline of how the responsibilities (in addition to teaching duties) previously assigned or delegated by the College to the Co-ordinator will be handled.

#### 4.11 Personnel Files

4.11.1 During normal working hours, and in the presence of the Human Resources Manager or his/her designate, every faculty employee has the right of access to his/her personnel record. Upon presentation of a written request from the faculty employee and for that specific occasion only, a Director of the Faculty Association has the right of access to that faculty employee's personnel record, during normal working hours, and in the presence of the Human Resources Manager or his/her designate. Every faculty employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. A faculty employee shall receive, upon request, a copy of any document in his/her personnel file.

4.11.2 The personnel file shall contain only valid and relevant material. The faculty employee may request, in writing, that material be removed from his/her personnel file, and such request shall become part of the personnel file.

#### 4.12 Picket Lines

4.12.1 Faculty employees shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Industrial Relations Act of British Columbia or in the Canada Labour Code. Any faculty employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

4.12.2 Faculty employees should not expect to receive pay for work not performed or pay for statutory holidays in exercising these rights.

4.12.3 If a faculty employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

4.12.4 Failure to cross a picket line while carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

#### 4.13 Health and Safety

4.13.1 The College agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.

4.13.2 The Faculty Association and the College agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

4.13.3 It is not the policy of the College to require an employee to work under unsafe conditions. It is admitted by both parties to this Agreement that it is impossible to draw a hard and fast line as to what is safe and unsafe. Being a factual question, each case must be decided on its own merits, but in general any employee who refuses to work under unsafe conditions would not be subject to discipline. Suspected unsafe conditions should be reported to the Human Resources department which shall ensure that the work area has been made safe in accordance with this Article.

#### 4.14 Union Rights to Information

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- position advertisements (to be provided at the time of advertising),
- appointments, including term of appointment, classification, department or course title, and salary step,
- transfers,
- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

#### 4.15 Association - College Relations

The Faculty Association and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, changes to employee benefits, part-time classifications, services and labour-management relations. To this end, the Faculty Association executive and the College agree to establish a joint Committee, consisting of two (2) appointees for each party. It is agreed that meetings of this Committee shall be held on a monthly basis, unless either party wishes to call a meeting more frequently. Meetings shall be held at a time and place fixed mutually. However, such meetings will be held not later than ten (10) working days after a request for a meeting has been received. Employees shall not suffer any loss of basic pay for time spent at such meetings.

The College and the Faculty Association shall alternate in presiding over meetings.

This Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement.

The Committee shall have the power to make recommendations to the Association and the College on the following general matters:

- a. reviewing matters, other than grievances, relating to the maintenance of good relations between the parties, and
- b. correcting conditions causing grievances and misunderstandings.

4.16 Faculty Teaching General Interest Courses

A faculty employee may be required to teach a general interest course under the terms specified in this Agreement. However, it is specifically agreed that if a faculty employee voluntarily teaches a general interest course, the faculty employee cannot compound the positions held or the related instructional hours, and the course shall not be considered part of his/her workload (A.3, B.5); the rate of pay and working conditions will be mutually agreed to by the College and the faculty employee.

## **5. FACULTY RESPONSIBILITIES**

### **5.1**      **General**

The responsibilities herein outlined are intended as a guide for the identification of classifications of employees and are not intended as job descriptions definitive of the job content of any occupational group within the bargaining unit.

Subject to Articles A.3 and B.5 faculty employees are expected to fulfil only those responsibilities outlined below. An evaluation of these responsibilities shall be the major factor in considering continuing employment and salary increments.

### **5.2**      **Responsibilities of Teaching Faculty**

5.2.1      To teach the appropriate subject areas and to include all subject matter or skills as are required in College programs.

5.2.2      To be available to students for consultation or discussion outside of classroom hours.

5.2.3      To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.

5.2.4      To maintain records of student enrolment and such other records as may reasonably be required by the College.

5.2.5      To maintain professional competence and qualifications in appropriate fields of study, and to keep up-to-date with developments in these fields.

5.2.6      To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (5.2.6) apply only to full-time faculty employees.

5.2.7      To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public



relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (5.2.7) apply only to full-time faculty employees.

### 5.3            Responsibilities of Librarians

5.3.1            To develop the collection of the CNC Resource Centre, under the supervision of the Head, College Resource Centres.

5.3.2            To extend bibliographic control over the collection so as to make it easily accessible and useful.

5.3.3            To provide both formal and informal instruction in the use of the Resource Centre to students and other users through lectures, tours, and written guides.

5.3.4            To help faculty meet their instructional responsibilities, and to provide a variety of information services to students, other members of the College community, and the general public.

5.3.5            To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.

5.3.6            To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (5.3.6) apply only to full-time faculty employees.

### 5.4            Responsibilities of Counsellors

5.4.1            To offer professional services in educational and career planning, in orientation to post-secondary education, in identifying vocational goals and resources, and in intensive counselling for personal problems, where appropriate.

5.4.2            To provide counselling services to College students, faculty employees, and to members of the community at large.

5.4.3 To undertake, in accordance with procedures developed by the counsellors and approved by the Divisional Director, testing and interpretation for students and prospective students in the areas of aptitude, vocational interest, intelligence and personality.

5.4.4 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.

5.4.5 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation and student job placement. For the purpose of evaluation, these responsibilities (5.4.5) apply only to full-time faculty employees.

## 5.5 Responsibilities of Study Skills Instructors

5.5.1 To provide services such as diagnostic and placement testing, to assist in program counselling, and to provide general consultation about study skills to College students, faculty employees and members of the community at large.

5.5.2 To maintain professional competence and qualifications in appropriate fields, and to keep up-to-date with developments in these fields.

5.5.3 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation. For the purpose of evaluation, these responsibilities (5.5.3) apply only to full-time faculty employees.

5.5.5 When teaching study skills courses, study skills instructors shall be covered by the provisions of Article 5.2.

## 5.6 Responsibilities of Laboratory Demonstrators

5.6.1 To teach only the laboratory sections in the appropriate subject areas and to include all subject matters or skills as are required in College programs.

5.6.2 To be available to students for consultation or discussion outside classroom hours.

- 5.6.3 To make such evaluations or appraisals of students as may reasonably be required by the College and to inform students of their general progress upon request.
- 5.6.4 To maintain records of student enrolment and such other records as may be required by the College.
- 5.6.5 To maintain professional competence and qualifications in appropriate fields of study, and to keep up-to-date with developments in these fields.
- 5.6.6 To recommend library and other acquisitions and, where appropriate, to maintain inventory, equipment, or laboratory facilities at an appropriate standard. For the purpose of evaluation, these responsibilities (5.6.6) apply only to full-time faculty employees.
- 5.6.7 To fulfil individual or collective responsibilities in furthering the aims and objectives of the College. This is meant to include, when requested by the administration, faculty participation and assistance in recruitment, public relations, College committees, registration, curriculum and budget preparation, review and assessment of courses, programs and curricula, and the development of teaching aids and special instructional materials. For the purpose of evaluation, these responsibilities (5.6.7) apply only to full-time faculty employees.
- 5.6.8 The faculty teaching lecture courses shall consult with the laboratory demonstrator in the same discipline over the nature of laboratory assignments and their time of presentation.
- 5.7 Responsibilities of Coordinators
- In accordance with article A.2.4, these responsibilities (5.7) apply only to full-time faculty employees.
- 5.7.1 To provide a liaison between the Divisional Director or Vice Principal and other faculty employees.
- 5.7.2 To assist in academic planning.
- 5.7.3 To assist in the preparation of new courses and programs and coordinate curriculum changes and developments.
- 5.7.4 To assist in the preparation of workload assignments.

- 5.7.5 To coordinate timetabling, registration and calendar changes with Student Services.
- 5.7.6 To represent the Divisional Director or Vice Principal in certain educational and curriculum matters.
- 5.7.7 To participate extensively in the responsibilities listed in articles 5.2.6, 5.2.7, 5.3.6, 5.4.5, 5.5.3, 5.6.6, and 5.6.7.
- 5.7.8 To participate extensively in curriculum development or community affairs.
- 5.7.9 To coordinate student field placements.
- 5.8 Copyright
- 5.8.1 The College encourages faculty employees to participate in creative activities which may lead to publications or patents. However, if such activities involve significant use of College time or materials, or if College funds or technical or secretarial assistance are specifically directed to such activities, the faculty employee should have discussions with the Principal and reach a written agreement as to whether the copyright or patent shall be jointly vested or vested in the faculty employee or in the College. If written agreement is not reached, the copyright or patent shall be vested in the College.
- 5.8.2 Faculty employees are warned that they are responsible for obtaining permission from, or clearing requirements of, copyright owners if they wish to duplicate, copy or otherwise use copyrighted materials in their classes, laboratories, or for circulation by the Resource Centre. The College may pay any royalties involved in such use, on the approval of the appropriate Vice Principal.

## **6. TECHNOLOGICAL CHANGE AND JOB SECURITY**

### **6.1 Technological Change**

**6.1.1** **Definition:** For the purposes of this Agreement, the term "technological change" means changes introduced by the College in the manner in which it carries out teaching operations and services where such change or changes affects the terms and conditions or security of employment of any member of the bargaining unit or alters the basis on which this Agreement was negotiated.

**6.1.2** When the College is considering the introduction of a technological change:

- a. The Board agrees to notify in writing the Directors of the Faculty Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- b. The foregoing notwithstanding, the Board shall provide the Directors of the Faculty Association at least six (6) months notice that a technological change is intended, with a detailed description of the change it intends to carry out.

**6.1.3** The notice mentioned in **6.1.2** shall be given in writing and shall contain pertinent data including:

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

**6.1.4** The notice mentioned in **6.1.2** and information listed in **6.1.3** shall also be given to the faculty employees likely to be affected.

**6.1.5** Where the Board has notified the Directors of the Faculty Association of its intention of introducing a technological change, the parties undertake to meet within the next thirty 30 days in an effort to reach agreement on solutions to the problems arising from this change as they affect faculty employees.

6.1.6 Agreements reached between the parties under 6.1.5 shall be concluded in written form and such agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure.

6.1.7 Where the parties do not reach agreement within three (3) months of the commencement of formal negotiations and where various matters relating to the affected faculty employees remain unresolved, either party may refer such matters to arbitration under 3.6.

6.1.8 Technological change must not be introduced by the Board while the matter is under discussion and/or dispute resolution under the terms of 6.1.5, 6.1.6, or 6.1.7.

6.1.9 Grievances over the application of Article 6.1 shall commence at Step 2 (i.e., the Principal) and shall be dealt with as expeditiously as possible.

## 6.2 Introduction and Evaluation of Self-Instructional or Prepackaged Courses

6.2.1 The provisions outlined in this section (6.2.1 to 6.2.6) supersede the requirements outlined in 6.1.1 to 6.1.9 inclusive insofar as the introduction and evaluation of self-instructional or prepackaged courses are concerned.

6.2.2 Based on its commitment to educational excellence, the College shall provide face-to-face instruction mode over alternate forms of delivery. However, it may be that in the course of making educational opportunities accessible to all of the people in the College region, that alternate or mixed modes of delivery are necessary.

6.2.3 It is agreed that where the College wishes to develop or introduce self-instructional courses (correspondence) or introduce prepackaged courses, the professional standard of such courses is of utmost concern to all involved. These courses must meet professional standards or they shall not be offered through the College. If such courses are being developed or introduced, recognizing that it is not possible to delineate a method which would be universally appropriate for the evaluation of all of the diverse curriculum available and for the many situations within which it will be developed and utilized, the College and the Faculty Association will strike a Committee to devise a process for evaluating these courses at the initiation of the project.

6.2.4 The Committee members shall consist of the course writer(s) when the course is being developed by the College or a person with appropriate expertise when the course is pre-packaged, the administrator responsible for the program area or his/her designate, a person with curriculum development expertise, and one or more faculty with

content or related content expertise. Committee members other than the course writer(s) and the administrator shall be by mutual agreement of the Faculty Association and the College. Representatives of relevant professional bodies may be invited to serve as deemed appropriate by the Committee.

6.2.5 The Committee shall develop a comprehensive evaluation plan to ensure that the courses meet professional standards. Where the courses are developed by the College, this plan will include a formative evaluation during the development of the course as well as a summative evaluation after the course has been piloted. Students cannot be enrolled in pilot offerings of self-instructional courses or pre-packaged courses prior to the determination that the courses are of a professional standard through the evaluation process as specified by the Committee. Any deficiencies identified by a summative evaluation process after piloting the course must be corrected before the course may be offered again.

6.2.6 The work of the Committee will be deemed to be complete when a process for evaluation has been established. The process that the Committee establishes shall include (but not be limited to):

- a. a means for determining whether or not the course meets professional standards;
- b. a procedure for assessing and, where appropriate, pilot testing the course;
- c. timelines for completing the evaluation process;
- d. a means for appraising whether or not the evaluation process has been adhered to;
- e. a means to ensure that the input of all affected parties will be considered within the evaluation process.

If the Committee is unable to establish a process for evaluation, the issue shall be referred to a three person external committee. One member of the committee shall be chosen by the College, one member shall be chosen by the Faculty Association, and the third member chosen by the first two members. The external committee's recommendations for the establishment of an evaluation process are binding on both the Board and the Faculty Association.

### 6.3 Introduction of Courses Transmitted Live

It is agreed that in order to maintain instructional excellence and facilitate the use of live electronic transmission systems, the following provisions must be met:

6.3.1 The courses must meet a professional standard which is to be evaluated during their initial presentation according to the procedures outlined in Section 6.2.3 to 6.2.6 inclusive.

6.3.2 Courses presented by live electronic transmission systems include, but are not limited to, interactive instructional television, television, radio, and other electromagnetic delivery systems which do not allow the entire course to be assessed before delivery to the students.

6.4 Job Security

The College shall not make use of any faculty employee's lecture, laboratory, written or other course materials in such a way as to replace the actual services of any incumbent faculty employee. The College also agrees not to furnish such materials to any outside agency for rebroadcast or any other use without the employee's permission. The College shall not substitute electronic, self-instructional, package, pre-programmed educational services, or other purchased programs or devices for the services performed by a faculty employee if any faculty employee's appointment as a faculty employee would be terminated. This article supersedes any other provisions of the contract pertaining to job security.



## **7. BENEFITS**

### 7.1 Pension Plan

All new faculty employees are eligible to join the government-operated College Pension Plan in accordance with current legislation. New employees shall be informed of their rights under this plan. The College and the employee shall each make the required contributions to the Plan.

### 7.2 Employee Family Assistance Program

An Employee Family Assistance Program shall be established for faculty employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the program shall be as agreed in the EFAP Contract.

**SECTION A****A.1. DEFINITIONS**

A.1.1 "Teaching Semester" applies to the Type 1(a) workload classification (A.3.2) and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15.

With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

A.1.2 "Working Day(s)" refers to all days, \* Monday \* through Saturday inclusive, of any week of the year, excluding College and statutory holidays.

Where a teaching assignment includes a Saturday, prior permission of the faculty employee shall be obtained. In the case of a probationary or sessional employee's work schedule including a Saturday, prior approval of the Faculty Association is also required.

## **A.2. APPOINTMENT OF FACULTY**

### **A.2.1** Sessional \* Positions

Effective until July 31, 1993, sessional appointments are to be used to fill a replacement need or a clearly identified temporary need. Except for appointments at regional campuses, a sessional appointment carries no implication of renewal beyond the term of appointment nor of any subsequent transfer. The letter of appointment shall indicate this.

A.2.1.1 Effective until July 31, 1993, a sessional appointment, except as outlined in A.2.1.4, shall not be renewed beyond two cumulative teaching years. For the purposes of Article A.2.1, "cumulative teaching year" denotes a total of twelve (12) months on sessional appointments including preparation and vacation time. Both consecutive appointments and intermittent appointments (exclusive of appointments under A.2.1.5) separated by five (5) months or less must count towards this total.

Effective August 1, 1993, Sessional positions are to be used for a replacement need, clearly identified temporary need, and may be a position not funded through the Program Profile process (outside the College's base budget). The Faculty Association shall be notified in writing of the College's intent to utilize a sessional position and the specific purpose as outlined in this Article at least prior to advertisement. Subject to Articles A.2.3 and A.2.2.5, a sessional position carries no implication of renewal beyond the term of appointment nor of any subsequent transfer.

A.2.1.2 Effective until July 31, 1993, after each cumulative teaching year, the Board, under the conditions of A.5.3 (Salary Increments) shall credit the faculty employee with one (1) step on the salary scale.

Effective August 1, 1993, a sessional position, shall not continue beyond three (3) cumulative teaching years and shall become a regular full time position. For the purposes of Articles A.2.1, A.2.2 and A.2.3, "cumulative teaching year" denotes a total of twelve (12) months of sessional positions including preparation, and vacation time and professional development time. Both consecutive and intermittent positions (exclusive of positions of four (weeks) or less) separated by five (5) months or less must count towards this total.

A.2.1.3 Effective until July 31, 1993, except as outlined in A.2.1.4, after two (2) consecutive teaching years, a position shall not be considered a replacement or special need, and a regular full-time faculty position shall be created.

Although this position does not have to be offered to the faculty employee filling the replacement or special need, he/she shall be automatically short-listed for the position if he/she requests it.

Effective August 1, 1993, for the purposes of Articles A.2.1, A.2.2 and A.2.3, a position is a full time work assignment within a discipline or subject area at the same campus location made for a reason specified in A.2.1.1. For the purposes of A.2.1, A.2.2 and A.2.3, campus location means the specific city or town (or its equivalent). For the purposes of regularization (A.2.1.2), a sessional position shall be deemed to be continued if it is a continuation of the same specific replacement need, the same specific temporary need, or the identical or general subject material and instructional nature associated with the original position at the original campus location.

A.2.1.4 Effective until July 31, 1993, if a sessional appointment at a regional campus is for a course or program supported by funds obtained by the College outside of the Program Profile process and outside of the College's base budget, it shall be subject to the provisions of A.2.1.1 and A.2.1.3 after a period of three (3) cumulative years.

A.2.1.5 Effective until July 31, 1993, a faculty employee on a sessional appointment for replacement, substitute or special need of four (4) weeks or less shall receive a prorated salary (see Schedules A and B) and only those fringe benefits (including vacation pay) guaranteed by law.

A.2.1.6 Effective until July 31, 1993, a faculty employee, on a sessional appointment for replacement or special need of more than four (4) weeks, shall receive a prorated salary (see Schedules A and B) and full fringe benefits (A 5.6). The term of such an appointment shall include prorated vacation and prorated preparation time. Preparation time shall be calculated at the rate of one (1) working day for each month of the appointment and shall normally be added at the commencement of the appointment prior to the beginning of teaching or other duties. Vacation time shall be calculated at the rate of 4.3 working days for each instructional month of the appointment (including preparation time), with the total number of days rounded.

A.2.1.7 Effective until July 31, 1993, if a person previously on a sessional appointment is offered a probationary appointment, the time spent as a sessional appointee shall count toward the probationary period of Article A.2.2 and towards placement on scale where the experience as a sessional appointment has been in a relevant discipline as the probationary appointment.

A.2.2 Sessional Appointees

- A.2.2.1 Effective August 1, 1993, a faculty employee appointed to a sessional position of more than four (4) weeks, shall receive a prorated salary (see Schedules A and B) and full fringe benefits (A 5.6). The term of such an appointment shall include prorated vacation, prorated preparation time and, if applicable under A.2.2.2, professional development time. Preparation time shall be calculated at the rate of one (1) working day for each month of the appointment and shall normally be added at the commencement of the appointment prior to the beginning of teaching or other duties. Vacation time shall be calculated at the rate of 4.3 working days for each instructional month of the appointment (including preparation time), with the total number of days rounded. Unless determined otherwise by mutual agreement of the faculty employee and the College, professional development time (or preparation and vacation, as applicable) shall not be cumulative from one appointment to another.
- A.2.2.2 Effective March 31, 1994, a faculty employee who has completed an appointment to a sessional position of at least six (6) months' duration in the twelve (12) calendar months preceding a second sessional appointment shall also have prorated professional development time included in the term of the second sessional appointment. All subsequent appointments shall have prorated professional development. Such professional development time shall be calculated at the rate of two (2) working day for each instructional month of the appointment, with the total number of days rounded. The provisions of A.3.15.2 and A.3.15.3 shall be applicable. Unless determined otherwise by mutual agreement of the faculty employee and the College, professional development time (or preparation and vacation, as applicable) shall not be cumulative from one appointment to another.
- A.2.2.3 A faculty employee appointed to a sessional position of four (4) weeks or less shall receive a prorated salary (see Schedules A and B) and only those fringe benefits (including vacation pay) guaranteed by law.
- A.2.2.4 After each cumulative teaching year, the Board, under the conditions of A.5.3 (Salary Increments) shall credit the faculty employee with one (1) step on the salary scale.
- A.2.2.5 Effective August 1, 1993, when a sessional position becomes a regular full time position under Article A.2.1.2, the faculty employee who has completed a minimum of two (2) cumulative teaching years in the sessional position that is being regularized shall have the right of first refusal to the regular position provided he/she has not received unsatisfactory evaluations and the regular position becomes available within eighteen (18) months of completion of the sessional appointment. Should the sessional appointee with the right of first refusal refuse an appointment to the position, others who have held the same sessional positions shall be short-listed if applied for

- A.2.2.6 Effective August 1, 1993, when a person previously appointed to a sessional position accepts a regular or regularized position under any of the provisions of Article A.2.1, the time spent as a sessional appointee shall count toward the probationary period of Article [A.2.2] and towards placement on scale where the experience as a sessional appointee has been in a relevant discipline as the regularized position.
- A.2.2.7 Effective August 1, 1993, a sessional appointee who receives a regularized position that was previously a sessional position because it was not funded through the Program Profile process, becomes eligible for severance pay as provided for in A.2.6.16 after the completion of two (2) years of regular faculty appointments. This two year period does not include any time spent on sessional or probationary appointments.
- A.2.2.8 Effective August 1, 1993, if a sessional appointee accepts a regular appointment for the next term or academic year and the commencement of that appointment is less than four (4) weeks from completion of the sessional appointment, the completion date of the sessional appointment shall be adjusted so that there is no gap in employment.
- A.2.2.9 Effective August 1, 1993, a sessional faculty employee who has received and accepted a written appointment to a sessional position (exclusive of appointments of four weeks or less) shall be paid ten (10) percent of the scheduled instructional period of the appointment if it is cancelled prior to its commencement with less than ten (10) working days of notice to the appointee.

A.2.3            Sessional Recall

A.2.3.1            Effective August 1, 1993, a faculty employee who has completed six (6) cumulative months of appointment(s) to a sessional position(s) and who is given a reappointment to a further sessional position within six (6) months of the completion of the first appointment shall be entitled to the recall rights specified in A.2.3. For the purposes of Article A.2.3, appointment durations include preparation, professional development and vacation time. Both consecutive and intermittent positions (exclusive of positions of four weeks or less) separated by five (5) months or less must count toward this total.

A.2.3.2            Effective August 1, 1993, when a sessional position becomes available at a campus, it shall be offered to the individual who is entitled to recall (A.2.3.1), who is qualified, who has the greatest cumulative service in that discipline at that campus as a sessional appointee, and has not received unsatisfactory evaluations.

A.2.3.3            Effective August 1, 1993, cumulative service shall be measured as a fraction of a twelve (12) month year and shall include the full term of appointment referred to in A.2.3.1

A.2.3.4            Effective August 1, 1993, if the offer of appointment is turned down, the sessional appointment shall be offered to the qualified individual who is entitled to recall with the next greatest cumulative service in that discipline at that campus as a sessional appointee, provided he/she has not received unsatisfactory evaluations.

A.2.3.5            Effective August 1, 1993, a record of sessional cumulative service will cease when three (3) years have passed without employment with the College at the same campus location as the sessional appointee; and/or the individual fails to keep the personnel office currently informed in writing of his/her current address and telephone number.

A.2.3.6            Effective August 1, 1993, if an individual refuses an offer of a sessional appointment under the conditions of this Article, the College reserves the right to terminate his/her recall rights, which shall not be exercised unreasonably.

A.2.3.7            Effective August 1, 1993, it shall be the sessional appointee's responsibility to keep the College informed of increased qualifications.

A.2.3.8            Effective August 1, 1993, it shall be the College's responsibility to canvass all sessional appointees by January 1 of each year to ascertain current qualifications and instructional interests of each employee. The College shall forward a list of this information to the Faculty Association.

A.2.4      Probationary Appointment

A.2.4.1      All faculty employees, excluding sessional appointees, shall be appointed for an initial probationary period of one full calendar year. The probationary period is to provide an opportunity for mutual appraisal and evaluation to determine a faculty employee's suitability for a faculty appointment.

A.2.4.2      Completion of Probationary Appointments: Prior to the expiration of a probationary appointment, the Principal, or his/her designate, shall give the probationary appointee written notification that one of the following steps shall be taken at the end of his/her probationary period:

- a.      that his/her initial appointment has been renewed for a second probationary period of one full calendar year, or
- b.      that he/she is being offered a faculty appointment, or
- c.      that no further appointment is being offered as a result of two or more unsatisfactory evaluations during the probationary period(s). The reasons shall be stated at the time in writing, or
- d.      that no further appointment is being offered due to changes in enrolment or course offerings (A.2.6).

It is intended that the decision on renewal or non-renewal of an initial probationary appointment as described in (a) or (c) above will be based upon eight (8) months of instructional assignments and/or equivalent duties provided for in this Agreement. Initial probationary appointees who have completed the afore-mentioned eight (8) month period will receive written notification in accordance with this article four (4) months prior to the expiration of his/her probationary appointment. Initial probationary appointees who have completed less than this eight (8) month period may have the amount of notice reduced accordingly. However, the minimum notice period shall not be less than two (2) months prior to the expiration of his/her initial probationary appointment. Faculty employees who have been appointed for a second probationary period will receive four (4) months written notification prior to the expiration of the probationary period as to whether (b), (c) or (d) above is applicable.

A.2.4.3      A faculty employee shall reply, in writing, within fifteen (15) calendar days to the Principal, or his/her designate, as to whether he/she accepts any offer of employment.



A.2.4.4 Failure of the Principal to provide the appropriate notice to a faculty employee on a probationary appointment prior to the expiration of the appointment (see A.2.2.2) means that a second probationary period or a faculty appointment, as appropriate, has been offered.

A.2.4.5 Failure of the faculty employee to respond to a written offer of appointment by any prescribed date above (see A.2.2.3) implies that any appointment offers have been rejected.

A.2.4.6 Termination of Probationary Appointments: A probationary appointment may be terminated for proper cause. Demonstration of proper cause shall rest with the College, as represented by the Principal, and shall constitute sufficient reason for dismissal. Cause shall be:

- a. gross misconduct,
- b. persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated in evaluations),
- c. professional incompetence directly related to faculty responsibilities.

The specific reasons for termination shall be stated, in writing, by the Principal.

## A.2.5 Faculty Appointments

A.2.5.1 On successful completion of the probationary period (unless A.2.6 applies), a faculty employee shall be offered a faculty appointment. A faculty appointment means that the appointment shall be continued unless there are exceptional circumstances as specified in A.2.5.3 or A.2.6.

A.2.5.2 If a faculty appointee wishes to retire, he/she shall give four (4) months notice in writing to the Principal. Retirement shall normally occur at the end of a working year. This period of notice may be waived by mutual consent.

## A.2.6 Coordinator

A.2.6.1 Only a full-time faculty employee may be appointed as a coordinator. The appointment shall normally be one working year in length commencing August 1st. The specific duties and associated release time shall be mutually

agreed upon by the faculty employee and his/her Director. The full-time faculty employee shall receive a letter of appointment outlining all conditions and responsibilities of the position; additional duties not specified in the letter of appointment shall not be assigned. A copy of this letter will be given to the Faculty Association. Any subsequent agreements will also be copied to the Faculty Association. Failure of the faculty employee to notify the Principal, or his/her designate, within five (5) calendar days from the date of offer means the appointment offer has been rejected. Coordinators shall be paid an allowance as described in Schedule A.

A.2.6.2 For evaluation purposes, the coordinator position shall be prorated to the total workload of the faculty employee.

A.2.6.3 If the faculty employee resigns from the coordinator position, the resignation shall normally coincide with the conclusion of an instructional term. Notwithstanding A.2.4.1, a replacement for the coordinator position may be appointed for the remainder of the working year.

A.2.7 Termination of Appointment

A.2.7.1 An appointment may be terminated at any time by mutual consent of the faculty employee and the Principal.

A.2.7.2 An appointment may be terminated by a faculty employee submitting a resignation, in writing, to the Principal four (4) months prior to the date of resignation or three (3) months prior to the end of the faculty employee's current instructional period, e.g. semester, trimester.

A.2.7.3 An appointment may be terminated for proper cause. Demonstration of proper cause is the responsibility of the College, as represented by the Principal, and shall constitute sufficient reason for dismissal. Cause shall be:

- a. gross misconduct,
- b. persistent neglect of faculty responsibilities (where neglect shall be taken to mean failure to correct deficiencies which have been indicated in evaluations),
- c. professional incompetence directly related to faculty responsibilities.

The specific reasons for the termination of an appointment for proper cause shall be stated, in writing, by the Principal. A decision to terminate a faculty employee's appointment for proper cause may be appealed to the Board.

A.2.8            Seniority, Lay-off and Recall

A.2.8.1            Subject to the Board's right at all times to maintain faculty competent to deliver instruction in the courses offered by the College, the College recognizes the right of an employee to exercise his or her seniority in the event of a reduction of staff and recall after lay-off.

A.2.8.2            For the purpose of this Article (A.2.6), no seniority shall be acquired by a member of the bargaining unit until the faculty employee is given a faculty appointment. Upon such appointment the seniority of the faculty employee shall be based upon the number of years of full-time continuous employment immediately preceding the appointment. Continuous employment in this context includes both consecutive sessional appointments and intermittent sessional appointments (exclusive of appointments under A.2.1.5 for replacement purposes) separated by a break in service of six (6) months or less.

A.2.8.3            Having acquired seniority in accordance with the foregoing, the faculty appointee's seniority shall not cease as a result of sickness, accident, approved leaves of absence, or lay-off of less than twenty-four (24) months. Seniority shall not continue to accrue during a period of lay-off or an extended leave of absence without pay (excepting union leaves under 4.4).

A.2.8.4            A faculty appointee's seniority shall cease upon discharge, resignation or failure to exercise the right to recall within thirty (30) days of notification.

A.2.8.5            Where the faculty appointee takes employment with the College outside of the bargaining unit, he or she will re-establish his or her seniority within the bargaining unit if re-appointed within three (3) calendar years of the previous appointment and will have accumulated seniority restored.

A.2.8.6            An appointment may be terminated or not renewed for reasons of changes in enrolment, course offerings, or a demonstrated shortage of funds. If it appears that a faculty position may become redundant in a specific discipline due to a decrease in enrolment, changes in course offerings, or a demonstrated shortage of funds, the Principal shall advise the Directors of the Faculty Association and shall give them the relevant information relating to the decision on termination or non-renewal of appointment prior to taking a decision on the matter.

A.2.8.7 Where the Board determines that an appointment will be terminated or not renewed for reasons given above, the Board shall give notice of non-renewal or lay-off by March 31 for faculty appointees or four (4) months prior to the date of lay-off for the non-renewal of a probationary appointee subject to the following:

- a. The Board shall give notice to both the Faculty Association and the affected employee;
- b. Upon the request of the Faculty Association the issue of the employee's layoff shall be referred to the Lay-off Committee referred to in this Article (A.2.6).

A.2.8.8 A Lay-off Committee shall be instituted upon the execution of this collective agreement and shall consist of four persons, two appointed by the Faculty Association and two appointed by the College and may be increased or decreased as mutually agreed to from time to time.

A.2.8.9 The duties of the Committee shall be as follows:

- a. To consider the reasons for the lay-off;
- b. To consider the alternatives to the lay-off;
- c. To consider whether or not the faculty employee proposed to be laid-off is competent and/or qualified to instruct in other disciplines within the College in respect of which he or she may exercise his or her seniority;
- d. To consider whether or not part-time faculty appointments may be terminated to permit the laid-off employee to be retained. If the reason for lay-off is a demonstrated shortage of funds (A.2.6.6), this provision shall not apply;
- e. To consider whether or not sessional appointments should be terminated to permit the laid-off employee to exercise his/her seniority to be retained;
- f. To consider whether or not the seniority of the proposed employee to be laid-off permits him or her to exercise a right to seek an appointment elsewhere within the bargaining unit.

- A.2.8.10 The Committee shall have the authority to indicate its approval or disagreement with the decision of the College to effect the lay-off notice where a majority of the members so agree. In the event that the Committee is unable to agree on a recommendation, either party may refer the areas of disagreement to one of the named arbitrators (3.6) for final and binding decision. The arbitrator shall have full authority, including the right to rescind the lay-off, to resolve the areas of disagreement as specified in this article.
- A.2.8.11 In any event the Committee and third party procedure must be concluded by July 31st unless changed by mutual agreement between the parties.
- A.2.8.12 Any references or records pertaining to faculty employees whose appointments are terminated or non-renewed under this Article (A.2.6) shall clearly point out the reasons for lay-off or non-renewal and shall explicitly state that such action has not been the result of proper cause as defined in Article A.2.5.
- A.2.8.13 If, after termination or non-renewal of a faculty appointment under the provision of A.2.6, the Board subsequently finds it can increase faculty strength in a specific discipline, the Board shall offer reappointment to those former employees who are qualified for the discipline in question and who have had their appointments terminated or not renewed within the previous twenty-five (25) months from the termination or non-renewal under A.2.6. This shall also include employees who have accepted reassignments outlined in A.2.6.9 within the previous three (3) years from the date of reassignment. Such offers of reappointment shall be made in the reverse order of seniority subject to the faculty employee's qualifications for the discipline in question. In order to remain eligible for recall under this provision, the former faculty employee must keep the Human Resources Department informed of his/her mailing address and telephone number and must promptly report any changes therein. This does not preclude the College from appointing a new faculty employee to a position to be established in the period beyond the twenty-five (25) months from termination or non-renewal under Article A.2.6.
- A.2.8.14 Employees in receipt of recall notice shall have thirty (30) days to indicate their acceptance of the offer. Employees who do not reply to a recall notice or who refuse a recall notice shall be deemed to have resigned from the College and shall lose their seniority and right to recall.
- A.2.8.15 Lay-off for faculty appointees under A.2.6 shall occur only on July 31st. Termination or non-renewal of appointment for faculty employees on probationary appointments (A.2.2.2) under A.2.6 shall occur four (4) months following written notice.

Termination of appointments that result from the proposed employee to be laid off exercising his/her seniority for displacement within the bargaining unit (A.2.6.9) shall be effective on the date specified in the original notice to the proposed employee to be laid off. Faculty appointees terminated as a result of displacement shall be given a minimum of two (2) months notice or pay in lieu of notice and severance pay as specified in Article 2.6.16. Sessional appointees terminated as a result of displacement will be entitled to the notice and severance pay as guaranteed by provincial statute.

A.2.8.16 Faculty appointees released under A.2.6 shall receive severance pay in accordance with the following provisions:

- a. one (1) month's salary at the current salary rate for each year of a faculty appointee's seniority to a maximum of seven (7) months' salary;
- b. an additional two (2) months' salary at the current salary rate for faculty appointees with eleven years of seniority; and
- c. an additional two (2) months' salary at the current salary rate for faculty employees with fifteen (15) years of seniority.

A.2.8.17 Recall of employees who have received a payment as per A.2.6.16 will be conditional on the employee repaying to the College an amount equal to the payment for: severance payment made under A.2.6.16 MINUS the number of months laid off equated in salary. Repayment of this amount shall be on reasonable terms.

A.2.9 Suspension

A.2.9.1 The Principal may suspend a faculty employee from any or all of his/her faculty responsibilities when he/she has reasonable grounds for believing that the presence of the faculty employee is detrimental to the well-being or functioning of the College. Suspension shall normally precede or accompany action under A.2.8 or A.2.10 and shall terminate when such action is complete.

A.2.9.2 Suspension shall be preceded or accompanied by notice, in writing, giving reasons for the duration of the suspension.

A.2.9.3 In cases of suspension, the Principal shall report the action to the Board with a statement of his/her reasons.

A.2.9.4 Suspension may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

A.2.9.5 The faculty employee, in accordance with Section 26(4), College and Institute Act 1979, may appeal the suspension to the Board.

A.2.10 Dismissal Procedures

A.2.10.1 When the Principal determines that there is proper cause for dismissal, he/she shall notify the faculty employee and the Directors of the Faculty Association, in writing, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.

A.2.10.2 Within seven (7) calendar days of such notification, the Principal shall meet with the faculty employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of his/her choice. Within four (4) calendar days of the meeting:

- a. the Principal may decide to withdraw dismissal proceedings, or
- b. the faculty employee may decide to offer his/her resignation, or
- c. the Principal may decide to recommend dismissal to the Board.

A.2.10.3 The faculty employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented his/her arguments to the Board. He/she may be accompanied by observers or spokespersons of his/her choice.

A.2.10.4 Full pay and benefits shall continue during the period of the dismissal proceedings.

A.2.10.5 The Board shall notify the faculty employee and the Directors of the Faculty Association with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached. Upon written receipt by the faculty employee of the Board's dismissal recommendation, pay and benefits shall cease.

A.2.11 Appeal Against Dismissal

If the Board accepts a dismissal recommendation (see A.2.8), the faculty employee shall have the right, within twenty (20) calendar days from the time of notification of the Board's decision, to submit an appeal to an Arbitration Board under 3.6.

A.2.12      Physical and Mental Disability

A.2.12.1      If any faculty employee is unable to fulfil properly his/her faculty responsibilities by virtue of physical or mental disability, he/she shall be given sick leave and, when eligible, disability benefits.

A.2.12.2      If the faculty employee is unwilling to accept release from duties, a medical practitioner, selected by mutual agreement of the Principal and the Directors of the Faculty Association, shall determine whether or not the employee is capable of performing regular duties. If the parties cannot reach mutual agreement on a medical practitioner, the College and the Faculty Association shall each designate a medical practitioner; those two practitioners shall then jointly select a medical practitioner to determine whether or not the faculty employee is capable of performing regular duties.

A.2.12.3      If the medical practitioner certifies that there is a high probability that the faculty employee will not be able to resume normal faculty responsibilities in the twelve-month period following expiration of his/her sick leave, the Principal shall give the faculty employee an extended leave of absence without pay to commence upon expiration of his/her sick leave.

A.2.12.4      A faculty employee granted sick leave, disability benefits, or a leave of absence without pay under this article, shall not return to work until the medical practitioner described above deems that the faculty employee is fully capable of resuming his/her faculty responsibilities.

A.2.13      Working Year

A.2.13.1      A working year is the twelve-month period from August 1 to July 31. All appointments to the faculty, unless otherwise stated in writing, are for the working year.

A.2.13.2      During each working year, a faculty employee shall receive a vacation period of forty-three 43 working days which shall include a period of not less than thirty 30 consecutive working days if requested by a faculty employee. If a faculty employee's appointment, other than a sessional appointment, is for a period different from the working year, he/she shall receive two-twelfths (2/12) of the period of the appointment as vacation time.



- a. Faculty employees shall prepare a vacation schedule for their area and submit it by a date determined by the appropriate Divisional Director or Vice Principal. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the faculty employee if acceptable to the Director or Vice Principal concerned. No reasonable request shall be refused.
- b. Vacation time will normally be taken when instructional services are not required and vacation entitlement shall not normally be carried forward from one working year into the next. If a faculty employee has not submitted and had approved a schedule for his/her vacation entitlement within one (1) month of the date determined for submission, the College reserves the right to schedule the times for the outstanding vacation entitlement.

A.2.13.3 The College shall grant as paid statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other such holidays as declared by the City of Prince George, Province of British Columbia, or Government of Canada.

A.2.13.4 Faculty employees whose responsibilities do not require their presence at the College during the full ten (10) months may, with approval of the College, teach, engage in research or other work, improve their qualifications through studies, or other work, or engage in other professional development activities, subject to A.2.13.

A.2.13.5 When a faculty employee is on vacation, professional development, or preparation time and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation, professional development, or preparation time.

A.2.13.6 No faculty employee shall have a teaching assignment between Boxing Day and New Year's Day. However, all faculty employees without duly approved vacation or professional development time are on duty and on call. For the purpose of this clause, on duty and on call shall mean that the faculty employee is performing College business within the College region, unless other arrangements have received the prior approval from the appropriate Head or Director.

A.2.14      Completion of Appointment

Faculty employees whose employment with the College shall end with the completion of their current working year are free to leave the College and to receive by normal payments the balance of the salary stated in the Agreement when they have completed all contractual obligations, excluding professional development. In lieu of professional development entitlement for faculty employees, other than sessionals, in the final year of employment the College shall pay the equivalent of two weeks salary at the faculty employee's current rate. In the event that the faculty employee has already taken two weeks or more of professional development entitlement earned in their final year, this payout shall be waived.

A.2.15      Subsidiary Employment

A faculty employee may undertake consulting or other work for which he/she is paid, provided that such work does not interfere with his/her responsibilities to the College or would create conflict of interest with the College.

A faculty employee undertaking such work, except during vacation, shall require the prior written approval of the Principal.

### A.3. FACULTY WORKLOAD

#### A.3.1      Faculty Classification

A.3.1.1      All faculty employees shall be classified according to the type of position they fill as listed in this contract. These classifications must not be changed or deleted without the agreement of the Faculty Association. If new positions are created during the life of this contract, the classification shall be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

If new Arts and Science courses or new Type 1(b) or Type 1(c) programs are created during the life of this Agreement, the placement in the classification categories will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

A.3.1.2      Type 1(a) faculty employees shall be classified according to the type of course they instruct.

Type 1(a) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Arts and Science Courses (as identified in the Letter of Understanding attached to this Agreement)

Fine Arts Diploma Program

Forest Resource Technology

A.3.1.3      Type 1(b) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Business Administration

Computer Information Systems

Construction Management

Drafting Technology (except for courses subject to the Letter of Agreement attached to this Agreement)

Early Childhood Education

Electronic Engineering Technology

Engineering Graphics and Design Technology

Medical Laboratory Technology

Native Social Work Development Program

Social Services Foundations Program

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to A.3.1.1.

A.3.1.4 Type 1(c) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Dental Assisting

Dental Hygiene

Long Term Care/Home Support Worker Program

Nursing Programs

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programs subject to A.3.1.1.

A.3.1.5 Type 2 faculty employees shall work primarily as instructors in:

Adult Basic Education

Adult Special Education

Developmental Studies

English Language Training

Office Administration

Life Skills

A.3.1.6 Type 3 faculty employees shall work primarily as instructors in:

Auto Mechanical Repair

Carpentry

Cooperative Advanced Apprenticeship Training

Electrical

Entry Level Training

Food Services

Heavy Duty Mechanics

Millwrighting

Power Engineering

\*

Welding

A.3.1.7 Type 4 faculty employees shall work primarily

a. in: Athletics/Recreation

b. as: Counsellors

Librarians

Study Skills Instructors

Distance Learning Faculty

A.3.2 Workload for Type 1(a) Faculty Employees

A.3.2.1 A faculty employee, other than a laboratory demonstrator, may be required during each teaching semester to instruct in his/her area of competence only one of the following: either

a. a maximum of fifteen (15) lecture or seminar hours per week; or

b. a maximum of sixteen (16) hours per week where at least one (1) laboratory or tutorial hour per week is taught in combination with lecture or seminar hours, where the laboratory section is directly associated with one of the lecture/seminar sections; or

c. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or

- d. a maximum of eighteen (18) hours per week where two (2) or three (3) laboratory hours per week are taught in combination with lecture or seminar hours providing the faculty employee agrees and providing the student enrolment on the first day of classes was on the average less than 60% full for the classes taught by the faculty employee concerned; or
- e. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent, are taught; or
- f. a maximum of fifteen (15) lecture or seminar hours per week and an additional three (3) laboratory or tutorial hours per week where no more than two (2) three-hour per week preparations, or their equivalent, are taught.

These workloads may be altered only with the written agreement of the Faculty Association.

A.3.2.2 A laboratory demonstrator may be required during each teaching semester to instruct no more than eighteen (18) hours per week in his/her area of competence.

A.3.2.3 At any given time during a teaching semester, a faculty employee, other than laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
- c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
- d. more than five (5) three-hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections of more than one course for which he/she is not teaching a lecture section.

A.3.2.4 Each hour of a self-instructional course, as described in Article 6.2, shall be considered the equivalent of a laboratory hour in calculating a faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include

more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

A.3.2.5 Any dispute between a faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

A.3.2.6 With the written agreement of the faculty employee, the total number of instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in A.3.2.1, A.3.2.2, A.3.2.3 or A.3.2.4. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in A.3.2.1, A.3.2.2, A.3.2.3, or A.3.2.4.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the two teaching semesters of the working year.

A.3.2.7 A faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director on request.

A.3.2.8 Faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.

A.3.2.9 An overload is a workload in excess of the maxima designated in A.3.2.1, A.3.2.2, A.3.2.3, or the overall student load referred to in A.3.2.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Divisional Director. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under A.3.2.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in A.3.2.13 but the overall student load must not exceed 175 students at any given time.

A.3.2.10 Faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their Divisional Director to carry out other duties subject to 5.2, 5.7, A.2.4, and A.3.8. Article A.3.9 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article A.4), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not

exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

A.3.2.11 A faculty employee teaching a workload of twelve (12) or more instructional hours per week, including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.8, A.3.2.10, A.3.11, A.3.12, and A.3.14) is a full-time faculty employee.

A.3.2.12 At any given time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of \* the faculty employee \* . In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.

It is agreed that the implementation of these changes will not require the College to change existing timetables.

A.3.2.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;
- b. no more than 25 students shall be allowed per technical writing section;
- c. no more than 20 students shall be allowed per university transfer lab or writing section. Maximum lab sizes for technical/career courses shall be determined by the appropriate Divisional Director in consultation with the faculty employees having due regard for available facilities and course objectives.



With the faculty employee's written permission, the class size may be increased by 5 students. In the case of probationary and sessional appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

Excluding University Transfer English instructors, the overall student load shall be 145 students averaged between the two teaching semesters, but must not exceed 150 students at any given time. For University Transfer English instructors the overall student load shall be 135 students averaged between the two teaching semesters, but must not exceed 140 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

The above student load is based on 3 hour per week sections and shall be prorated for any variation in section duration, and in the case of University Transfer English a combination of other disciplines.

A.3.2.14 Type 1(a) faculty employees shall be expected to devote the balance of the working year not set aside for vacation or professional development to other College activities such as teaching short courses up to a total of ten (10) hours, lecture or laboratory preparation, committee assignments, inventory or library research (subject to 5.1, 5.2, 5.7).

A.3.2.15 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).

A.3.2.16 A faculty employee may be expected to teach courses with an extended semester of up to twenty (20) weeks. For an extension of up to fifteen (15) workload hours, such a faculty employee shall receive five (5) consecutive working days additional vacation between the fall and spring semesters; the days shall be at the faculty employee's discretion within that period. The faculty employee shall receive an equivalent workload reduction or payment at the overload rate for each additional workload hour in excess of fifteen (15) hours.

A.3.2.17 A faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in A.3.2, A.3.3, and A.3.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

A.3.3 Workload for Type 1(b) Faculty Employees

A.3.3.1 A faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following: Either

- a. a maximum of fifteen (15) lecture or seminar hours per week; or
- b. a maximum of eighteen (18) hours per week where more than three (3) laboratory hours per week are taught; or
- c. a maximum of eighteen (18) hours per week where no more than fifteen (15) lecture or seminar hours consisting of four (4) sections or fewer are taught in combination with directly associated laboratory hours; or
- d. a maximum of twelve (12) lecture or seminar hours per week where four (4) three-hour per week lecture or seminar preparations, or their equivalent are taught.

These workloads may be altered only with the written permission of the Faculty Association.

A.3.3.2 A laboratory demonstrator may be required each teaching year to instruct no more than eighteen (18) hours per week in his/her area of competence.

A.3.3.3 At any given time during a teaching year, a Type 1(b) faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years.
- c. more than three (3) three-hour per week lecture or seminar preparations if one or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years.
- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);

- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections of more than one course for which he/she is not teaching a lecture section.

A.3.3.4 Each hour of a self-instructional course, as described in Article 6.2, shall be considered the equivalent of a laboratory hour in calculating a faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

A.3.3.5 Any dispute between a faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

A.3.3.6 With the written agreement of the faculty employee, the total number of Type 1(b) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in A.3.3.1, A.3.3.2, A.3.3.3 or A.3.3.4. This does not prevent the assignment, in any one semester, of a workload which is at or below the appropriate maxima set out in A.3.3.1, A.3.3.2, A.3.3.3, or A.3.3.4.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

A.3.3.7 A faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director on request.

A.3.3.8 Faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.

A.3.3.9 An overload is a workload in excess of the maxima designated in A.3.3.1, A.3.3.2, A.3.3.3, or the overall student load referred to in A.3.3.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Divisional Director. A faculty employee teaching an overload shall receive payment at the

overload rate. No more than the maximum number of students allowed per section under A.3.3.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in A.3.3.13 but the overall student load must not exceed 175 students at any given time.

A.3.3.10 Type 1(b) Faculty employees who have a teaching load of less than twelve (12) hours per week may be required by their Divisional Director to carry out other duties subject to 5.2, 5.7, A.2.4, and A.3.8. Article A.3.9 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article A.4), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

A.3.3.11 A faculty employee teaching a workload of twelve (12) or more Type 1(b) instructional hours per week, including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.3.10, A.3.8, A.3.11, A.3.12 and A.3.14) is a full-time faculty employee.

A.3.3.12 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours)

without the prior written permission of \* the faculty employee \* . In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.

It is agreed that the implementation of these changes will not require the College to change existing timetables.

A.3.3.13 Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section;

- b. no more than 25 students shall be allowed per technical writing or communication section;
- c. no more than 24 full-time and 6 part-time students shall be allowed per Early Childhood Education Basic Program section; no more than 24 students shall be allowed for Early Childhood Education Post-basic Program section;
- d. the ratio of instructors to students in clinical and practicum situations shall not exceed 1:18 for Social Service Foundations; 1:10 for \* Early Childhood Education 190 (levels 1-2); and 1:5 for Early Childhood Education 199 (levels 3-4).
- e. Maximum lab sizes for technical/career courses shall be determined by the appropriate Divisional Director in consultation with the faculty employees having due regard for available facilities and course objectives; except for Fundamental Employment Skills, in no case shall the maximum exceed 20 students.
- f. In the following courses, the enrolment maxima will be twenty-eight (28) students for both lecture and laboratory sections:
  - TEGD 150 Technology Graphics
  - TEGD 163 Mechanical Technology 1
  - TEGD 171 Civil Tech 1
  - TEGD 172 Building Technology 1
  - TEGD 173 Mechanical Technology 2

With the faculty employee's written permission, the class size in A.3.3.13(a), A.3.3.13(b), or A.3.3.13(e) may be increased by 5 students. In the case of probationary and sessional appointees and in the case of A.3.3.13(c) or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

The overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

The above student load is based on 3 hour per week sections and shall be prorated for any variation in section duration.

A.3.3.14 All Type 1(b) faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This fifteen (15) day time period shall be free of instructional duties other than those normally associated with the preparation of courses (5.2.6).

A.3.3.15 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).

A.3.3.16 In Type 1b programs the teaching year denotes a maximum of thirty four (34) instructional weeks (including exam and field work) falling between August 15 and June 15).

With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

A.3.3.17 A faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in A.3.2, A.3.3 and A.3.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

A.3.3.18 There shall be a maximum of five hundred and ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). If laboratory and/or practicum supervision hours are also assigned (subject to A.3.3.1), there shall be a maximum of six hundred and twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work).

#### A.3.4 Workload for Type 1(c) Faculty Employees

A.3.4.1 A faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following:

- a. for instructors in Nursing Programs, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-five (25) scheduled hours in any one week in the fifth (5th) or sixth (6th) trimester, and no more than twenty-three and one-half (23.5) scheduled hours in any one week during other trimesters. For the purpose of this sub-article, maximum average shall be an average over the teaching year. Faculty employees teaching support courses in Nursing Programs shall not instruct more

than eighteen (18) scheduled hours in any one week, and their workloads shall be governed by the provisions of Article A.3.2 - Type 1(a) - or Article A.3.3. - Type 1(b), as appropriate.

- b. for instructors in the Dental Hygiene Program, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- c. for instructors in the Dental Assisting Program, a maximum average of twenty-two (22) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-four (24) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- d. for instructors in the Long Term Care/Home Support Worker Program, a maximum of twenty-five (25) scheduled hours of classroom teaching and/or practicum and clinical supervision per week.

These workloads may be altered only with the written agreement of the Faculty Association.

A.3.4.2 A laboratory demonstrator may be required each teaching year to instruct no more than eighteen (18) hours per week in his/her area of competence.

A.3.4.3 At any given time during a teaching year, a Type 1(c) faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two (2) or more of the preparations are for courses with no laboratory/clinical component which the faculty employee has not taught in the previous three years;
- c. more than three (3) three-hour per week lecture or seminar preparations if one (1) or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years;

- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections \* (excluding clinic) for which he/she is not teaching a lecture section, except for Dental Hygiene. A faculty employee in Dental Hygiene may be assigned a maximum of two (2) laboratory sections (excluding clinic) for which he/she is not teaching a lecture section.

A.3.4.4 Each hour of a self-instructional course, as described in Article 6.2, shall be considered the equivalent of a laboratory hour in calculating a faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

A.3.4.5 Any dispute between a faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.

A.3.4.6 With the written agreement of the faculty employee, the total number of Type 1(c) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in A.3.4.1, A.3.4.2, A.3.4.3 or A.3.4.4. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in A.3.4.1, A.3.4.2, A.3.4.3, or A.3.4.4.

For the purpose of this sub-article, the number of instructional hours or course preparations shall be the average number taken over the teaching year.

A.3.4.7 A faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. The faculty employee shall submit the times of his/her office hours to the appropriate Director on request.

A.3.4.8 Faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.



A.3.4.9 An overload is a workload in excess of the maxima designated in A.3.4.1, A.3.4.2, A.3.4.3, or the overall student load referred to in A.3.4.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Divisional Director. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under A.3.4.13 may be enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in A.3.4.13 but the overall student load must not exceed 175 students at any given time.

A.3.4.10 Type 1(c) faculty employees who have a teaching load of less than twelve (12) hours per week in the Dental Hygiene Program, or fourteen (14) hours per week in the Dental Assisting Program, or fifteen (15) hours per week in Nursing Programs, or eighteen (18) hours per week in the Long Term Care/Home Support Worker Program may be required by their Divisional Director to carry out other duties subject to 5.2, 5.7, A.2.4, and A.3.8. Article A.3.9 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article A.4), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

A.3.4.11 A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Dental Hygiene Program, fourteen (14) or more hours per week in the Dental Assisting Program, or fifteen (15) or more hours per week in Nursing Programs, or eighteen (18) or more hours per week in the Long Term Care/Home Support Worker Program including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.4.10, A.3.8, A.3.11, A.3.12 and A.3.14) is a full-time faculty employee.

A.3.4.12 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;

- e. more than two (2) evening classes per week (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours)

without the prior written permission of \* the faculty employee \* . In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.

It is agreed that the implementation of these changes will not require the College to change existing timetables.

#### A.3.4.13

Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section except in the instance of team teaching;
- b. no more than 24 students shall be allowed per section in Dental Assisting except in the instance of team teaching;
- c. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for Nursing Programs;
  - ii. 1:10 for the Long Term Care/Home Support Worker Program;
  - iii. 1:8 for the Dental Assisting Program;
  - iv. 1:5 for the Dental Hygiene Program in trimesters one through four; ratios for trimesters five and six shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.
- d. ratio of instructors to students in laboratory sections shall be set by mutual agreement of the Faculty Employees and the Division Chair having due regard for the available facilities, the course objectives, and the abilities of the students.

With the faculty employee's written permission, the class size in A.3.4.13(a) or A.3.4.13(b), may be increased by 5 students. In the case of probationary and sessional appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

The overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. (For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.)

The above student load is based on 3 hour per week sections and shall be prorated for any variation in section duration.

A.3.4.14 All Type 1(c) faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. This 15 day time period shall be free of instructional duties other than those normally associated with the preparation of courses (5.2.6).

A.3.4.15 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).

A.3.4.16 A teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

A.3.4.17 A faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in A.3.2, A.3.3 and A.3.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

A.3.4.18 For instructors in the Dental Hygiene and Nursing Programs there shall be a maximum of five hundred and ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred and twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For instructors in the Dental Assisting Program there shall be a maximum of seven hundred and seventy (770) hours of classroom teaching and/or practicum and clinical supervision per teaching year.

A.3.5 Workload for Type 2 Faculty Employees

A.3.5.1 Full-time Type 2 faculty employees teaching Adult Basic Education, Adult Special Education, or English Language Training courses, or Office Administration courses in the region shall have a maximum of twenty-four (24) scheduled hours of classroom teaching or practicum supervision and under 5.2.2 be available to students for two (2) scheduled hours per week in addition to classroom or practicum time. \*

Full-time Type 2 faculty employees teaching Office Administration courses on the Prince George campus shall have a maximum of twenty-two (22.5) scheduled hours of classroom teaching or practicum supervision and under 5.2.2 be available to students for two and one-half (2.5) scheduled hours per week in addition to classroom or practicum time. \*

Faculty employees teaching Developmental Studies courses shall have a maximum average of twenty-five (25) hours of student contact time per week. Maximum hours shall be an average over the working year, but shall not exceed thirty (30) hours at any given time. For such faculty employees, the requirements set out in 5.2.2 shall be considered to be included in these hours.

A.3.5.2 Each hour of a self-instructional course as described in Article 6.2, shall be considered the equivalent of one (1) hour of classroom teaching or practicum supervision. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of the faculty employee's time.

A.3.5.3 Credit for any unusual workload resulting from self-instructional courses shall be determined according to A.3.2.5.

A.3.5.4 Faculty employees who have a teaching load of less than sixteen (16) hours per week may be required by their Divisional Director to carry out other duties such as marking assistance or other duties subject to 5.2, 5.7, A.2.4, and A.3.8. Article A.3.9 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article A.4), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

In some circumstances, faculty employees assigned less than 50% of maximum student-contact hours in the Developmental Studies Centre (A.3.5.1) may be asked to do curriculum development with instructional duties. Such curriculum development would be in addition to the ten (10) day period free of other instructional duties (A.3.5.11).

A.3.5.5 An overload is a workload in excess of the maximum designated in A.3.5.1. Overloads shall be undertaken only in exceptional circumstances and are not a long term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director.

A.3.5.6 A Type 2 faculty employee with sixteen (16) to twenty-five (25) hours per week of classroom teaching or practicum supervision, including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.5.5, A.3.8, A.3.11, A.3.12 and A.3.14), is a full-time faculty employee.

A.3.5.7 Except for self instructional courses:

- a. The ratio of instructors to students in Adult Basic Education courses shall not exceed:
  - i. 1:12 for a Level I course;
  - ii. 1:16 for a Level II course;
  - iii. 1:18 for a Level III, IV, or V Science or English course;
  - iv. 1:22 for a Level III, IV, or V course other than a Science or English course;
  - v. in a class with more than one level, the instructor to student ratio of the lowest level will prevail.
- b. The ratio of instructors to students in English Language Training classes shall not exceed 1:14 for Beginning Level classes and 1:16 for other classes.
- c. The number of students in an Adult Special Education class shall be determined by mutual agreement of the faculty employee and his/her supervisor, having due regard for the available facilities, the course objectives, and the abilities of the students.
- d. A faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than one hundred (100) students per week. A faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than one hundred and twenty-five (125) students per week.
- e. The ratio of instructors to students in Office Administration classes shall not exceed:
  - i. 1:25 for courses offered on the Prince George campus;
  - ii. 1:16 for courses offered at regional campuses

With the faculty employee's written permission, the instructor to student ratios specified in a, b or e above may be increased by 3 students. In the case of probationary and sessional appointees or when the instructor to student ratio is to exceed the maxima by more than 3, the written permission of the Faculty Association is also required.

A.3.5.8 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) \* instructional or six (6) lecture hours per calendar day; or
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening \* lecture, seminar or laboratory section which terminates after 21:00 hours; or
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening \* classes per week. For the purpose of this sub-article "evening \* classes" shall refer to those \* classes where scheduled instruction continues past 19:00 hours;

without the prior written permission of the faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.

It is agreed that the implementation of these changes will not require the College to change existing timetables.

A.3.5.9 Evaluation and appraisal of students registered in the Developmental Studies Centre is the responsibility of the faculty employees working in the Centre (5.2.3). Mechanical marking may be processed by non-faculty employees as long as a faculty employee does the assessment of the results and assigns any further work to the student. For the purpose of this article, mechanical marking includes the use of a marking key for questions that have a single correct answer and so can be marked right or wrong.

A.3.5.10 Recognizing that faculty employees teaching Developmental Studies courses are professionally responsible for the courses they teach and that they have a special level of expertise in the methods used and content of the courses, revisions to such a course curriculum shall involve consultation with the faculty employees instructing that course. It is further recognized that the College has the right to make revisions to such a curriculum after giving due consideration to the advice provided by the faculty employees through this consultation process.

A.3.5.11 All Type 2 faculty employees shall receive a minimum of ten (10) working days of preparation time per working year. This ten day period shall be free of instructional duties other than those normally associated with the preparation of courses (5.2.6).

A.3.6 Workload for Type 3 Faculty Employees

A.3.6.1 A full-time faculty employee shall have a maximum of thirty (30) hours per week of student-contact time. For such instructors, the requirements set out in 5.2.2 shall be considered to be included in these thirty (30) hours.

A.3.6.2 Each hour of a self-instructional course as described in Article 6.2 shall be considered the equivalent of one (1) hour of student-contact time in calculating a faculty employee's workload. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.

A.3.6.3 Credit for any unusual workload resulting from self-instructional courses shall be determined according to A.3.2.5.

A.3.6.4 An overload is a workload in excess of the maximum designated in A.3.6.1. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director.

A.3.6.5 Faculty employees who have a teaching load of fewer than twenty (20) hours per week student-contact time as defined in A.3.6 may be required by their Divisional Director to carry out other duties such as marking assistance or other duties subject to 5.2, 5.7, A.2.4, and A.3.8. Article A.3.9 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article A.4), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

A.3.6.6 A Type 3 faculty employee with from twenty (20) to thirty (30) hours per week of student-contact time, including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.6.5, A.3.8, A.3.11, A.3.12, and A.3.14), is a full-time faculty employee.

A.3.6.7 Except for self-instructional courses, the number of students in Type 3 classes shall be determined as follows:

- a. In trades programs where the number of students is assigned by the Apprenticeship Branch and in Power Engineering and Welding, there shall be a maximum of sixteen (16) students allowed per class. Exceptions will be made with the written permission of the faculty employee and the Faculty Association.
- b. In the CAAT and TRAC programs, the ratio of instructors to students shall not exceed 1:16 for shop training activities. With the faculty employee's written permission, these ratios may be increased by the College. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.
- c. In other Type 3 areas, the number of students in a particular course shall be determined by the Director in consultation with the faculty employees, having due regard for the available facilities and course objectives.

A.3.6.8 At any given time during a teaching year, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours);

without the prior written permission of the faculty employee. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.

It is agreed that the implementation of these changes will not require the College to change existing timetables.

A.3.6.9 All Type 3 faculty employees shall receive a minimum of ten (10) working days of preparation time per working year. This ten day time period shall be free of instructional duties other than those normally associated with the preparation of courses (5.2.6).



A.3.7      Workload for Type 4 Faculty Employees

A.3.7.1      A full-time faculty employee working as a Counsellor or Study Skills Instructor shall be available for a maximum average of thirty (30) hours per week student-contact time, provided there are no more than thirty-five (35) hours of student-contact time in any one week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of student-contact time in any one week may be increased by five (5) hours.

A.3.7.2      A full-time faculty employee working as a Librarian shall work a maximum average of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year.

A.3.7.3      The normal workload for faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and the appropriate Director.

A.3.7.4      A full-time faculty employee working as a Social Service Distance Learning Faculty shall work a maximum average of thirty (30) hours per week. For the purpose of this clause, maximum hours shall be averaged over the working year. clause A.1.2, the definition of Working Days shall not apply.

Each full-time Social Service distance Learning faculty employee shall have a maximum load of sixty-six (66) students, as determined by registration. No increase of this maximum shall be allowed.

For the purpose of calculating full-time and maximum workloads, each student represents half an hour of instruction and course development. In addition, the equivalent of ten percent (10%) of base workload is added to account for student attrition.

A.3.7.5      An overload is a workload in excess of the maxima designated in A.3.7.1 and A.3.7.2. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Director.

A.3.7.6      A Counsellor or Study Skills Instructor with an average of from twenty (20) to thirty (30) hours of student-contact time or a Librarian with an average of from twenty-two (22) to thirty-five (35) hours of work or a Distance Learning Faculty with forty-three (43) or more students, including equivalent duties provided for in this Agreement (see 4.4.1, 5.7, A.2.4, A.3.8, A.3.11, A.3.12 and A.3.14), is a full-time faculty employee.

A.3.7.7 For Type 4 faculty employees, each hour of a self-instructional course described in Article 6.2 shall be considered the equivalent of one hour per week of their workload as defined under A.3.7.1 to A.3.7.5 inclusive. Such a workload shall not include more than two (2) different self-instructional courses at any one time. Each self-instructional course shall not require more than two (2) student-contact hours per week of a faculty employee's time.

A.3.8 Major Curriculum Revisions

For the purpose of this article, "major curriculum revisions" are determined by the College and result from:

- a. An internal or external program or course review, or
- b. A decision of the College Board.

For the purpose of this article a "developed course" has available such materials as: a detailed course outline, a list of topics and a proposed schedule for their delivery, representative samples of assignments and lab experiments, student evaluation guidelines, identified instructional resources, and course pre-requisites and co-requisites.

Workload arrangements made in accordance with this article are exempted from the provisions of A.3.9 (Non-Teaching Functions)

A.3.8.1 If a faculty employee is assigned the development of a new course/program or the preparation of major curriculum revisions of a course/program in advance of implementation, the amount of workload release shall be determined by mutual agreement of the faculty employee and his/her Director.

A.3.8.2 If a faculty employee is required to deliver a course/program concurrent with its undergoing major revisions or a course/program which is not developed, each hour of student-contact time (including lecture, seminar, laboratory, tutorial, and practicum hours, but excluding office hours and clinical hours) shall be considered the equivalent of no less than two (2) student-contact hours for the purposes of calculating workload under Articles A.3.2.1, A.3.3.1, A.3.4.1, A.3.5.1 or A.3.6.1. Each student enrolled in such a course/program shall be considered the equivalent of one and one-half (1 1/2) students for the purpose of calculating overall student load under Articles A.3.2.13, A.3.3.13, and A.3.4.13. This calculation of workload shall apply to the initial section of the course only. Credit for clinical hours shall be determined by mutual agreement of the faculty employee and his/her Director.

A.3.9      Non-Teaching Functions

A faculty employee shall not be required to participate extensively in any non-teaching function itemized in 5.2.6, 5.2.7, 5.3.6, 5.4.5, 5.5.3, or 5.6.7. More than two (2) hours per week on an average carrying out these responsibilities under these articles constitutes extensive participation.

A.3.10      Workload

A faculty employee shall not be required to supervise or oversee any class outside of the faculty employee's normal workload.

A.3.11      Coaching

A faculty employee coaching a \* British Columbia Athletic Association (B.C.A.A.) League sport may be given a reduced workload.

A.3.12      Travel

A.3.12.1      A faculty employee may be assigned \* duties which involve travel and shall be credited with additional workload hours for travel. Travel hours are counted as lecture hours for Types 1(a), 1(b), 1(c) and 2, and workload hours for Types 3 and 4, according to the following table:

Prince George to:	Type 2/3/4	Type 1(a)/(b)/(c)
Vanderhoof      3.0 hours	1.50 hours	
Quesnel          3.5 hours	1.75 hours	
Fort St. James   4.5 hours	2.25 hours	
Fraser Lake      4.5 hours	2.25 hours	
Mackenzie	5.5 hours	2.75 hours
Burns Lake      6.0 hours	3.00 hours	
McBride	6.0 hours	3.00 hours
Valemount	8.0 hours	4.00 hours
Granisle          9.0 hours	4.50 hours	
Tumbler Ridge   12.0 hours	6.00 hours	

- a. Travel hours which are not included in the faculty employee's duty time \* within a campus area and which are not to the faculty employee's normal work place(s) shall be set by mutual agreement of the faculty employee and his/her supervisor.
- b. \* When a faculty employee is assigned faculty duties which require travel by air or to out-of-region sites, the faculty employee's non-instructional workload shall be based on a thirty (30) hour week and the travel time shall be subtracted from this amount.

Instructional hours for the week will be as per the appropriate classification (Type 1, 2, 3, or 4) and shall be prorated and shall not exceed 100% in total.

Travel time to a given location shall be agreed in writing between the college, the faculty employee and the Faculty Association.

A.3.12.2 Adjustments to workloads and/or travel time remuneration for overnight stays and for other unusual circumstances shall be made on an individual basis. Arrangements as to the number of trips required and as to whether or not an overnight stay is required shall be determined by mutual agreement between the faculty employee and the appropriate Director. No reasonable overnight arrangements shall be denied.

A.3.12.3 A faculty employee teaching under this article cannot be required to make more than one trip per week outside a radius of fifty (50) kilometres from his/her normal place of work. For travel involving workload hours (as specified in A.3.12.1) equal to or greater than 6.0 hours for Types 2/3/4 and equal to or greater than 3.0 hours for Type 1 (a)/(b)/(c), the round trip shall not exceed forty-eight (48) hours in duration, except with the approval of the faculty employee. For travel involving workload hours of less than these amounts, the round trip shall not exceed twenty-four (24) hours in duration, except with the approval of the faculty employee.

A.3.13 Travel Expenses

If a faculty employee is required to travel on College business and uses his/her own vehicle, the College shall reimburse the faculty employee at a rate not less than the College-approved rate. The College shall also pay full premium for any additional insurance that may be required.

A.3.14      Community Affairs

Any extensive participation (A.3.9) in community affairs, projects or activities requested by a faculty employee's Director as part of the faculty employee's job responsibility shall be considered part of the faculty employee's workload, subject to 5.7 and A.2.4.

A.3.15      Professional Development

A.3.15.1      All faculty employees on probationary or faculty appointment shall receive a minimum of twenty (20) full working days of liaison or professional development time per working year except in the final year of employment (A.2.12). The College shall not require that professional development time be taken in increments of less than one day. If a faculty employee's appointment, other than sessional, is for a period different from the working year, he/she shall receive prorated professional development time.

A.3.15.2      Since professional development needs vary greatly between individuals and disciplines, faculty shall be expected to identify and act upon their own professional development needs. A faculty employee may be required by his/her Director to submit a written proposal for approval regarding his/her professional development activities by a date determined by the appropriate Director. The faculty employee shall be notified of such approval as soon as possible after the date of the request but in any event within one (1) month of the date determined for submission. The schedule may be changed thereafter at the request of the employee if acceptable to the Director or Vice Principal concerned. No reasonable request shall be refused. If the faculty employee has not submitted and had approved a schedule for his/her professional development activities within one (1) month of the date determined for submission, the College reserves the right to schedule the times for outstanding professional development entitlement. Professional development beyond that specified in this Agreement or in the initial letter of appointment shall not be a condition of employment.

A.3.15.3      The times chosen for professional development shall be submitted, in writing, by the faculty employee for approval by the appropriate Director. Such approval shall not be unreasonably withheld.

A.3.16      Management Performing Teaching Duties

A.3.16.1      Averaged over a teaching year, a member of management shall not instruct more than one-half (1/2) of the minimum teaching workload for a full time faculty employee as specified in A.3.2.11, A.3.3.11, A.3.4.11, A.3.5.6, or A.3.6.6.

A.3.16.2 During any one week, a member of management shall not instruct more than one-half (1/2) of the maximum teaching workload specified in A.3.2.1, A.3.3.1, A.3.4.1 or A.3.4.1.

A.3.16.3 The maximum number of students or the student/instructor ratios in classes taught by a member of management shall not exceed the numbers specified in A.3.2.13, A.3.3.13, A.3.4.13, A.3.5.7 or A.3.6.7. The maximum class sizes or student/instructor ratios specified in these articles shall apply to courses taught in a team-teaching format.

## **A.4. FACULTY EVALUATIONS**

### **A.4.1**      **General**

**A.4.1.1**      The primary purpose of evaluation is to assess performance in order to improve professional competence and effectiveness. Evaluations should provide feedback and information, guidance and suggestions for the future growth of the faculty employee. It is recognized that the evaluation may also be used to provide information to the administration for purposes of determining renewal or termination of contracts and advancement on the salary scale and of recognizing outstanding performance.

**A.4.1.2**      In any evaluation, a faculty employee's private or social behaviour, or his/her political, religious or other beliefs shall be relevant if, and only if, they interfere with the College's pursuit of its educational goals or the fulfilment of that faculty employee's duties and responsibilities.

**A.4.1.3**      Responsibility for the initiation of the evaluation process rests with the Divisional Director or Vice Principal, as appropriate. The Divisional Director or Vice Principal is responsible for ensuring that the evaluation procedures, as outlined in Article **A.4.2** are followed.

**A.4.1.4**      Faculty appointees may be formally evaluated annually. Sessional and Probationary faculty employees may be evaluated each semester. Sessional faculty employees whose appointments are for a period of one semester or less may be evaluated once during each appointment. In addition, evaluations may be carried out at any time at the faculty employee's request. Only in cases of specific and serious complaints presented to the Vice Principal, evaluations, in addition to those previously specified, may be carried out at the Divisional Director's or Vice Principal's discretion. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.

### **A.4.2**      **Evaluation Procedures**

**A.4.2.1**      Evaluation procedures designed to fairly and adequately assess performance shall be established and reviewed annually by the appropriate Vice Principal, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.

**A.4.2.2**      The Divisional Director or Vice Principal, as appropriate, shall advise the faculty employee in advance of the evaluation procedure to be used.

A.4.2.3 The faculty employee shall review all evaluation results with the Divisional Director or Vice Principal, as appropriate, at a mutually agreeable time. If a faculty employee so chooses, a third party of his/her choice may be present.

A.4.2.4 The faculty employee shall sign the evaluation report indicating his/her agreement or disagreement with the conclusions of the report.

A.4.2.5 The faculty employee shall be given the opportunity to make written comments which shall be entered into the faculty employee's file with the evaluation.



## A.5. SALARIES AND BENEFITS

### A.5.1      Criteria for Initial Placement

A.5.1.1      The following criteria shall be used in determining the minimum salary step on which a new faculty employee shall be placed:

- a.      A person without a relevant two (2) year Career/Technical Diploma or Certificate, or Bachelor's Degree or equivalent shall be placed on Step 1.
- b.      A person with a relevant two (2) year Career/Technical Diploma or Certificate, shall be granted an additional one-half (1/2) step.
- c.      A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) shall be placed on Step 2.
- d.      A person with a Master's Degree or equivalent shall be placed on Step 3.
- e.      A person with a Doctor's Degree or equivalent shall be placed on Step 4.
- f.      A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be granted an additional step.
- g.      One-half salary step shall be granted for each year of relevant public school teaching experience. For the purpose of this clause, a year shall be calculated as \* ten (10) months of instructional employment.
- h.      One-half salary step shall be granted for each year of relevant experience.
- i.      One salary step shall be granted for each year of relevant full-time, post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as \* eight (8) months of instructional employment.

A.5.1.2      Experience and/or qualifications under the above categories \* shall not normally be counted twice.

A.5.1.3      The College is not obliged to offer an initial salary higher than Step 5 of the faculty salary scale, or Step 3 of the laboratory demonstrator scale, even if the sum of A.5.1.1 totals more than five (5) steps (more than three (3) steps for the laboratory demonstrators).

A.5.1.4      Nothing in this Agreement shall prevent a faculty employee from being hired on a salary step above the minimum as determined in A.5.1.

## A.5.2      Initial Placement on Salary Scale

A.5.2.1      On the basis of the criteria in Article A.5.1.1, new faculty employees shall be placed on their salary steps by the Principal. The President of the Faculty Association shall then be informed of the qualifications of the faculty employee and the salary step on which he/she has been placed.

## A.5.3      Salary Increments

A.5.3.1      Merit increases by one or more salary increments shall be for satisfactory performance based upon annual evaluation (see Article A.4). Such increases shall become effective on August 1 providing that the faculty employee has been employed a minimum of nine (9) months as of that date. Outstanding performance shall normally be recognized by a double increment.

A.5.3.2      If an annual increment is to be withheld, the Divisional Director must state the reasons in writing to the faculty employee after conclusion of the annual evaluation.

A.5.3.3      If approved in writing by the Principal at the time a leave of absence is granted, the increment date shall not be delayed for such periods during the leave of absence when the faculty employee is on an assignment related to the employee's normal faculty duties at the College. Such approval must not be unreasonably withheld.

## A.5.4      Salary Schedule

A.5.4.1      A faculty employee shall be paid an annual salary determined in accordance with the per annum rates in Schedules A and B appended to this Agreement. The salary shall be payable in twenty-four (24) approximately equal instalments, one on or before the 15th and one on or before the end of each calendar month. If authorized by the faculty employee in writing, the salary instalments shall be deposited to the credit of the faculty employee's account in a savings institution in accordance with Part 2 Section 6 of the Employment Standards Act.

## A.5.5      Advancement to Higher Steps

A.5.5.1      A faculty employee who completes a relevant degree or other relevant certification qualifies for a higher salary placement and must notify the Principal. The salary increase shall be effective from the first day of the month immediately following the date upon which the new qualification is received.

A.5.6      Fringe Benefits

A.5.6.1      Every new faculty employee shall be advised of his/her fringe benefits.

A.5.6.2      a.      Medical Insurance plus Extended Coverage (compulsory for new appointees except where the employee can demonstrate equivalent coverage for self and dependents).

The standard provincial medical insurance with travel rider is available to all employees. Vision care providing coverage for the costs of eyeglasses or contact lenses up to \$200 shall be included in the Extended Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans. The College shall pay the full premium.

b.      Those faculty employees who teach in shop/lab areas and who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion, chemical etching or flying objects, experienced at work shall receive a 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

A.5.6.3      Group Life and Disability Insurance

Group Life and Disability Insurance becomes effective after an initial waiting period of three (3) months. Membership is compulsory for all new employees.

a.      Group Life - Benefits are payable on the basis of three (3) times of the annual salary rate rounded to the next higher \$1,000.00. The maximum benefit is \$170,000.00. The College contributes 100% of the premium for group life insurance. Group life benefits reduce by 50% at age 65 and terminate at age 70 or earlier retirement.

b.      Disability Insurance - Disability benefits commence ninety (90) calendar days from the date of disability. Monthly disability benefits are 60% of the monthly salary up to a maximum of \$2,500.00. Disability benefits may continue up to age 65. The faculty employee contributes 100% of the premium for disability insurance.

A.5.6.4 Dental Plan (compulsory for new appointees except where the employee can demonstrate equivalent coverage for self and dependents) The College is to pay 100% of premiums.

\*

A.5.6.5 Sick Leave

Faculty employees shall be credited with one-and-one-half (1 1/2) days of sick leave per month for each month of continuous service up to a maximum of 120 days. When the employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. All absences on account of illness or injury shall be charged against an employee's sick leave credits.

- a. Faculty employees must report all absences on account of illness or injury. There shall be no charge against an employee's sick leave credits when his/her absence on account of illness or injury is less than one-half day. When the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged on sick leave.
- b. In the event that a faculty employee suffers a serious long-term illness and except for sessional appointees, the employee may borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be up to 22 working days in the first year of employment, up to 44 working days in the second year of employment, and up to 66 working days in the third and subsequent years of employment. Sessional appointees may borrow against future earned sick leave to the maximum entitlement possible based upon the term of their appointment (A.2.1.6).
- c. If a faculty employee receives or is entitled to receive benefits under the Disability Insurance Plan or under the Workers' Compensation Act, the benefits shall be paid directly to the faculty employee. The Board shall pay to the faculty employee the difference between the benefit and the faculty employee's full salary for as long as the accumulated and borrowed sick leave credits permit. In such cases, the charge against the faculty employee's sick leave credits shall be in the same proportion that the Board's payment bears to the full salary of the faculty employee computed at the end of each month to the nearest half-day.
- d. On return after absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated

absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.

- e. Upon retirement, when a faculty employee has fulfilled the requirements to qualify for a pension under the Pension (College) Act, a faculty employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of 60 days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.
- f. Designated statutory holidays which fall within faculty employee's sick leave shall not be charged against his/her accumulated sick leave credits.
- g. In the case of illness of a member of the immediate family of a faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled, to use annual sick leave entitlement for this purpose up to a maximum of ten (10) days per working year. If a faculty employee has used the ten (10) days of family sick leave in an entitlement year, and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that he/she does not have a possible twelve (12) days of personal sick leave in an entitlement year.

A.5.6.6      Moving Expenses

- a.      The College shall pay moving expenses for all new faculty employees.
- b.      The term "moving expenses" includes charges normally made by a moving company for packing, transportation and insurance of household effects. Travel expenses not to exceed the amount of one-way economy air fare for the new faculty employee and his/her family shall be considered moving expenses.
- c.      Moving expenses as described in A.5.6.7(b) shall be paid by the College up to a maximum of one-twelfth (1/12) of the faculty employee's initial annual salary step on the appropriate scale.
- d.      Subject to the Bursar's approval, moving expenses may be charged directly to the College.
- e.      Receipts for moving expenses incurred by new employees must be submitted to the Bursar for reimbursement.
- f.      All costs above and beyond moving expenses as described in A.5.6.7(b) must be approved in advance by the Bursar or his/her designate.

A.5.6.7      Changes to Benefit Contracts

There shall be no substantial changes to the contracts. The College shall consult with the Directors of the Faculty Association at least thirty (30) days prior to entering into any modification of the contracts which would result in changed benefits, changed costs, or a change in carrier. In the event that a modification of the disability insurance contract is contemplated which would result in a change of benefits, a change in costs, or a change in carrier, the approval of the Directors of the Faculty Association is required. Copies of all contracts and any changes to contracts referred to in Article A.5 (Salaries and Benefits) shall be given immediately to the Directors of the Faculty Association.

A.5.6.8 Early Retirement Incentive Plan

ELIGIBILITY

The College may offer to any employee the choice of an early retirement incentive provided the employee meets the following qualifications:

- is age 55 or over, or has a minimum of twenty (20) continuous years of service, and
- has a minimum of ten (10) years of pensionable service under the College Pension Plan, and
- is a regular full-time employee at the time of early retirement, and
- elects to cease employment with the College for purposes of retirement.

AGREEMENT

An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

EARLY RETIREMENT INCENTIVE

The retirement incentive will be paid in one lump sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined instalments acceptable to the employee and will be based on scale salary without allowances in the following amounts:

<u>Full Years to Retirement:</u>	<u>Payout:</u>
<u>1</u>	<u>Up to 15% of annual salary</u>
<u>2</u>	<u>Up to 30% of annual salary</u>

<u>3</u>	<u>Up to 45% of annual salary</u>
<u>4</u>	<u>Up to 60% of annual salary</u>
<u>5 or more</u>	<u>Up to 75% of annual salary</u>



## A.6. PROFESSIONAL DEVELOPMENT

### A.6.1 Professional Development Funds

A.6.1.1 To support professional development activities the College shall budget annually for professional development in the following manner:

- a. A Professional Development Fund (PDF) shall be established to support professional development activities as defined in A.6.2. The PDF is a continuing fund and any unallocated funds shall carry over to the next budget year.
- b. At the beginning of each fiscal year (April 1), the Board shall place in the Professional Development Fund the following amounts:
  - i. On \* April 1, 1992: \* \$275 times the number of full-time equivalent faculty employed by the College on that date. \* On April 1, 1993: \$302.50 times the number of Full-Time Equivalent faculty employed by the College on that date.
  - ii. funds necessary to cover the salary and benefits, as specified in this Agreement, of 54 person-months of educational leave calculated at \* top of scale of the full-time faculty salary scale (Schedule A).
- c) The value of the Professional Development Fund shall be the sum of the annual contribution (A.6.1.1b) and the unallocated funds (A.6.1.1a) from the previous year(s) less dispersals to date.

A.6.1.2 Nothing in this Agreement prevents the College from funding professional development activities in addition to those activities supported through the Professional Development Fund (A.6.1.1).

## A.6.2      Classification of Professional Development

A.6.2.1      There shall be two (2) categories of professional development supported by the Professional Development Fund: educational leaves and short term professional development activities as defined in A.6.2.2 and A.6.2.3.

A.6.2.2      Educational leave is a period of subsidized leave enabling a full-time faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Proposed educational leave activities must bear a relationship to the faculty employee's teaching duties at the College. Proposals should fall into one or a combination of the following categories:

- a.      Directed study through an educational institution (such study need not lead to a degree, certificate, etc.);
- b.      Teaching at another institution;
- c.      Directed research at an educational institution, research body, governmental body, etc.;
- d.      Employment in related area;
- e.      Independent study.

A.6.2.3      Short term professional development activities are activities that enhance present skills and knowledge, adapt to new work methods, and prepare for career advancements within the College and any other activities acceptable to the Professional Development Committee subject to A.6.6 and A.6.4.2.

## A.6.3      Allocation of Professional Development Funds

A.6.3.1      Not less than fifty percent (50%) or a sufficient percentage to cover the salary and benefit costs of 54 person-months of educational leaves, whichever is greater, of the Professional Development Fund is to be allocated for the purpose of educational leaves as defined in A.6.2.2. The balance of the PDF is to be allocated for short term professional development as defined in A.6.2.3.

## A.6.4      Committees

A.6.4.1      The Educational Leave Committee is a committee of the Faculty Association elected according to the Constitution and By-laws of the Faculty Association. The Educational Leave Committee carries out those functions described in A.6.5.

A.6.4.2

The Professional Development Committee is a joint committee of the Faculty Association and the College consisting of an equal number of members selected by each party. The Professional Development Committee carries out those functions described in A.6.6.

- a. The Professional Development Committee (PDC) shall consist of a minimum of six (6) people; three (3) nominated by the Board and three (3) nominated by the Faculty Association.
- b. The Professional Development Committee (hereinafter referred to as the "PDC") is empowered to establish its own size and structure subject to A.6.4.2.a. The Faculty Association and the Board will nominate their own representatives. Should the size be increased, equal representation shall be maintained.
- c. The PDC is responsible for maintaining operating procedures and policies for the management of the Professional Development Fund (PDF) established in A.6.1.1.b. and the distribution of such funds. Such procedures and policies are subject to the terms of the Collective Agreement and must contain provisions addressing the following:
  - i. establishment of the positions of Chairperson, Vice-Chairperson, Treasurer and other officers and positions as deemed necessary. The Chairperson will be a member of the Faculty Association;
  - ii. a list of responsibilities and duties of the officers of the PDC;
  - iii. procedures for filling officers' positions;
  - iv. policies establishing types of activities that are considered short term professional development activities subject to A.6.2.3;
  - v. policies addressing eligibility for participating in professional development activities funded by the PDF;
  - vi. policies for allocation and distribution of the PDF;
  - vii. procedures for receiving and approving applications for professional development funds and a procedure to provide for the disbursement of the PDF through the College accounts payable system;
  - viii. procedures for periodic reporting on the use of professional development funds;
  - ix. a procedure for producing a year-end report;
  - x. procedures for reviewing and changing PDC operating procedures and policies and a procedure for reporting procedures and policies to the Board and the Faculty Association.
- d. The PDC shall operate with a fiscal year beginning April 1 of each year.
- e. The PDC shall publish its operating policies and procedures no less than annually.

A.6.5Procedures for Educational Leaves

- A.6.5.1 Faculty employees are advised that in developing educational leave proposals consideration should be given to the educational priorities of the College after consultation with the Divisional Director or Vice Principal.
- A.6.5.2 The Board shall grant educational leaves (as defined in A.6.2.2) for an equivalent of 54 person-months or the number determined by A.6.3.1 for each year. Faculty employees, excluding sessional appointees, who are to be granted educational leave must meet the requirements of A.6.5.3 and have their proposals for educational leave approved by the Principal under A.6.5.7.
- A.6.5.3 To qualify for educational leave, the faculty employee must have been a full-time faculty employee with the College for at least five (5) consecutive years since joining the faculty or since his/her last educational leave. For the purpose of qualifying for educational leave in accordance with this article, consecutive service shall be defined in accordance with article A.2.6.2. The Faculty Association shall determine which leaves do not count toward the accumulation of the required total five (5) years. Such leaves shall not, however, be an interruption of consecutive service for the purpose of this sub-article.
- A.6.5.4 An Authorized List of candidates shall be forwarded by the Educational Leave Committee of the Faculty Association to the Principal by September 20 of the year prior to the year during which proposed leaves would take place.
- A.6.5.5 Those candidates who are on the Authorized List (see A.6.5.4) may apply for educational leave for the following year to the Educational Leave Committee of the Faculty Association.
- A.6.5.6 The Educational Leave Committee must submit all proposals to the Principal and recommend, in writing, acceptance or rejection of all educational leave proposals by November 30.
- A.6.5.7 By January 15 the Principal shall approve or reject, in writing, each proposal for educational leave, notifying both the applicant and the Educational Leave Committee of his/her decision. Approval or rejection of proposals shall be based exclusively on the educational merits of the proposal and must not be dependent upon budgetary consideration. Such approval must not be unreasonably withheld. If a faculty employee's proposal is rejected, the Principal must give his/her reasons in writing. In the case of rejection, the faculty employee has two weeks in which to revise, in consultation with the Educational Leave Committee, and submit this revised proposal for immediate consideration by the Principal.

- A.6.5.8 Faculty employees whose names are on the Authorized List or who are Alternate Candidates may withdraw their names prior to March 1 by notifying the Educational Leave Committee in writing. After March 1, faculty employees may withdraw their names only with the permission of the Principal.
- A.6.5.9 In cases of rejection or withdrawal, the next Alternate Candidate may apply for educational leave no later than thirty (30) calendar days following final rejection or withdrawal. The Educational Leave Committee will have ten (10) calendar days to process the proposal and submit it to the Principal. The Principal will have ten (10) calendar days to accept or reject the proposal under the procedures of A.6.5.7.
- A.6.5.10 The Educational Leave Committee shall consider, on an individual basis, any proposals for educational leave of less than nine months in duration.
- A.6.5.11 The Educational Leave Committee must review substantial changes in the educational leave proposal and recommend to the Principal acceptance or rejection. All changes are to be approved by the Principal. Requests for proposed changes should be made at the earliest possible date. Such approval shall not be unreasonably withheld.
- A.6.5.12 Educational leave shall be of not more than nine (9) months' duration and the faculty employee shall receive a monthly salary equal to 50% of the salary she or he would receive if not on educational leave.
- A.6.5.13 The educational leave period shall not conflict with the paid vacation period or the twenty (20) day professional development period.
- A.6.5.14 Faculty employees on leave may draw bursaries, grants, scholarships, salaries, etc., which supplement their financial resources. Any compensation which, together with leave salary, would exceed 100% of the salary he/she would have received if not on educational leave shall reduce the College's contributions accordingly. Travelling expenses or special allowances awarded under the terms of any scholarship or grant shall not affect the faculty employee's salary.
- A.6.5.15 For the purposes of employee benefits, contributions to the benefit plans and pension plans, the faculty employee on educational leave is regarded as a full-time faculty employee of the College (subject to Carrier conditions). The College shall maintain its share as set down in the Agreement (Article A.5). In addition, the College shall make any additional employer and employee contributions required by the College Pension Plan to ensure that

faculty employees who are participating in the Plan are credited with full-time pensionable service at full salary while on educational leave.

A.6.5.16 The College's contribution toward the educational leave salary shall be a debt by the faculty employee to the College. This debt shall be cancelled on a basis of one month's full-time service as a faculty employee following the educational leave for each month of educational leave. In the event of default of the above obligations, the faculty employee shall be required to refund the amount owed to the College except where the default is caused by termination or non-renewal of contract under A.2.5.3 or A.2.6.

A.6.5.17 The faculty employee shall report on activities undertaken during educational leave and submit a statement of remunerations as set down in A.6.5.14 to the Principal and the Educational Leave Committee.

A.6.5.18 On returning from an educational leave the faculty employee is assured of resuming at least his/her previous faculty position and duties.

A.6.6            Procedures for Short Term Professional Development Activities

A.6.6.1            The Board shall advise the Professional Development Committee of the amount of funds to be available for short term professional development activities as determined by A.6.2 and A.6.3.1 no later than April 1 for the period of one year following. The PDC shall have the authority to approve dispersal of such funds in accordance with normal College accounting practices subject to A.6.6.2, A.6.6.3 and A.6.6.4.

A.6.6.2            The Professional Development Committee has the responsibility of preparing guidelines for the disbursement of short term professional development activity funds, receiving faculty employees' applications for the use of such funds, and approving the disbursement of such funds. Such guidelines shall contain reasonable timelines for the approval and dispersal of such funds subject to A.6.6.3 and A.6.6.4, shall require that the faculty employee contribute no less than 20% of the cost of a short term professional development activity, shall require that faculty employees report on activities and provide statements of expenses, and shall include an internal accounting process which conforms to normal accounting practices.

A.6.6.3            Faculty employees may apply to the Professional Development Committee (PDC) for funds to pursue short term professional development activities.

A.6.6.4            Short term professional development funds shall be used for, but not be limited to, such activities as attending courses and conferences, travel expenses, and other activities acceptable to the PDC. Such funds are not to be used for articulation expenses, replacement costs of faculty on approved professional development time, or regular College business, or for training or education required rather than authorized or recommended by the College.

A.6.6.5            The PDC is accountable to the Board and Faculty Association. A year-end financial summary and a copy of the annual College audit shall be provided to both parties. Either party has the right to request periodic financial statements and details of short term professional development activities funded.

## **A.7. LEAVES OF ABSENCE**

### **A.7.1**      **Educational Leave**

**A.7.1.1**      Educational leave is a period of subsidized leave enabling a full-time faculty employee to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or professional development recognized as beneficial to the College. Contractual provisions covering educational leave are included in Article A.6.

### **A.7.2**      **Exchange Leave**

**A.7.2.1**      Exchange leave involves a program whereby a faculty employee exchanges, for an extended period of time, his/her position and responsibilities with a qualified person from another institution. A faculty employee on exchange leave will gain professionally from the insights into the workings of another institution, and also from the obvious benefits which may result from a change in environment, geography and personal experience.

**A.7.2.2**      An employee on faculty appointment may negotiate on his/her own to exchange positions with an instructor of comparable qualifications and experience.

**A.7.2.3**      The Principal and the appropriate Vice Principal or Divisional Director shall recommend suitable candidates for exchange leave to the Board.

**A.7.2.4**      The exchange leave shall normally be for one full semester or for one academic year.

**A.7.2.5**      The salary of the faculty employee on exchange leave shall be paid by the College of New Caledonia, and the replacement's salary by the exchange institution. This may be modified, however, in cases where exchange leave presents problems of inequities in salary, and the College Principal and Board shall then attempt to arrive at a financial arrangement that is feasible and agreeable to all parties.

**A.7.2.6**      On returning from the exchange program, the exchangee is assured of resuming at least his/her previous faculty position and duties.

**A.7.2.7**      The exchange time shall count in full for increment purposes.



A.7.2.8 The College shall, during the period of exchange leave, continue to contribute to the employee benefit plans which are applicable to the faculty employee.

A.7.2.9 As a condition of granting the exchange leave, the incoming faculty employee must sign a statement to the effect that he/she shall abide by the non-monetary conditions and procedures laid down by this Agreement. The College shall extend to the incoming faculty employee non-monetary benefits of this Agreement such as workload, evaluation procedures, and other such working conditions.

A.7.2.10 Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.

### A.7.3 Jury Duty and Court Appearance

A.7.3.1 When summoned to serve on a jury or when subpoenaed or summoned as a witness in criminal or civil proceedings, the faculty employee continues to receive his/her regular salary and shall pay the College any money he/she receives for jury duty.

A.7.3.2 Leave of absence for less than two (2) weeks to appear in one's own defence shall be with full pay and benefits; absence in excess of two (2) weeks shall be without pay. If subsequently acquitted, the faculty employee shall receive his/her retroactive salary. The faculty employee shall notify the appropriate Vice Principal or the Principal, as soon as possible, of the impending court appearance.

### A.7.4 Compassionate Leave

In the case of death or serious illness \*, \* a faculty employee, not on leave of absence without pay, shall \* be entitled to up to \* three (3) \* days \* of compassionate leave with full pay and benefits subject to advance notification to the College. \* An additional two (2) days of paid leave shall be granted for reasonable travelling requirements. The leave shall be extended at the request of an employee for up to total of forty (40) days leave in the event of the death of a faculty employee's spouse (including common-law or same gender) or child, using sick leave, leave without pay, or vacation time. Additional compassionate leave may be granted with or without pay by the President. A maximum of fifteen (15) days paid compassionate leave shall be granted in any one calendar year.

### A.7.5 Maternity\* Adoption Leave

A.7.5.1 Maternity\* adoption leave without pay shall be granted on application to the Principal. The duration and other terms shall be decided by the Principal on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following provisions:

- a. If the leave will affect part or all of any semester, the faculty employee shall give as much notice as possible, to allow satisfactory arrangements to be made for any classes involved.
- b. The leave shall not exceed twelve (12) months.
- c. The College shall maintain its share of fringe benefits during the leave.
- d. On completion of the leave, the faculty employee shall resume his/her faculty position without disadvantage in seniority, salary, or increases in salary and/or fringe benefits.
- e. Maternity\* adoption leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that, for medical reasons, the health of either the mother or the child dictates such extensions.

\*

### A.7.5.2 Paternity Leave

An employee shall be entitled to, on written request, up to three (3) days time off without loss of pay to attend the birth of his child. All absences on account of paternity leave shall be charged against an employee's family sick leave entitlement (A.5.6.6(g)).

### A.7.5.3 Parental Leave

An employee, on written request, is entitled to twelve (12) weeks of parental leave without pay subject to the following conditions:

- a. If the leave will affect part or all of any semester, the faculty employee shall give as much notice as possible to allow satisfactory arrangements to be made for any classes involved.
- b. The leave for a natural mother must begin when maternity leave expires, unless the mother and the College agree otherwise.
- c. The leave for a natural father must commence within forty (40) weeks of the child's date of birth.
- d. The leave for adopting parents must commence within forty (40) weeks of the date the child comes into actual custody.

### A.7.6 Short Term Personal Leave

The faculty employee, with the prior approval of the Principal, or his/her designate, may take a short term leave for personal reasons. Such leave shall be without pay unless otherwise authorized.

A.7.7 Extended Leave of Absence Without Pay

A.7.7.1 A faculty employee who has been in the service of the College for a minimum of five (5) years and who has not been granted a leave under this provision in the two (2) years immediately preceding the request shall be granted an extended leave of absence without pay by the Board, subject to the following conditions:

- a. The Faculty employee notifies the appropriate Vice Principal or the Principal, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The period of the leave shall coincide with one or more instructional periods or with a logical portion of an instructional period. Except for disciplines with more than 8 full-time faculty employees, no more than one instructor shall be absent from any one discipline at a time. In discipline areas with more than 8 full-time faculty employees, no more than 20% of these faculty shall be absent at a time.

The leave of absence shall normally be for a period not to exceed twelve (12) months.

In the case(s) of leave of absence for periods in excess of twelve (12) months or extensions to leaves (A.7.7.3), the faculty employee on leave will be expected to return to his/her former position or its equivalent for at least one (1) year prior to being eligible for another leave under this article.

A.7.7.2 An extended leave of absence without pay may be granted to a faculty employee by the Board on the recommendation of the Principal, subject to the following conditions:

- a. The applicant notifies the appropriate Director or the Principal, in writing, at least four (4) months in advance of the commencement of leave of absence that he/she wishes a leave of absence.
- b. The conditions covering the proposed leave of absence are acceptable to the Board.
- c. The leave of absence shall normally be for a period not to exceed twelve (12) months. The Principal may grant a leave of absence for a period longer than twelve (12) months or may grant an extension to an existing leave of absence.

A.7.7.3 a. A leave of absence without pay or an extension to a leave of absence without pay for a period longer than twelve months (A.7.7.1) but not to exceed twenty-four (24) months in total, shall be granted when the purpose of the leave is:

- completion of a formal educational program of longer duration than twelve (12) months;
- extended service with a charitable or non-institutional government agency, e.g., C.U.S.O., C.I.D.A., F.A.O.;
- extended secondment by another educational institution or a government agency;
- other purposes acceptable to the Board.

b. If the leave of absence without pay is for a period immediately prior to or subsequent to an educational leave, the total period of the two leaves shall not exceed twenty-four (24) months, unless the conditions of article A.7.7.3(a) apply.

A.7.7.4 On returning from leave of absence, the faculty employee is assured of resuming at least his/her previous faculty position and duties.

A.7.7.5 For the purpose of fringe benefits, the faculty employee on leave of absence is regarded as a full-time faculty employee, subject to carrier contract conditions. All contributions, including the College's share, shall be the responsibility of the faculty employee in question. The faculty employee may, if he/she wishes, waive the benefits for the period of leave of absence.

A.7.7.6 Salary increment(s) for a period of leave of absence may be granted at the discretion of the Principal. Any salary increment earned in the last year of teaching service shall, however, be payable on the return of the faculty employee from leave of absence.

A.7.8 Political Leave of Absence

A.7.8.1 To enable a faculty employee to contest a federal, provincial, municipal or other local election, a political leave of absence without pay may be granted by the Board on the recommendation of the Principal, for a period of up to six (6) weeks for a federal or provincial election and up to two (2) weeks for a municipal or other local election, except when the campaign period coincides with a normal vacation period. The leave shall be subject to the following conditions:

- a. The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period.
- b. The work of the division of the College shall not suffer unduly.
- c. The faculty employee shall pay the College's share of fringe benefits.

A.7.8.2 In the event that the faculty employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the Principal to allow the faculty employee to perform the duties of that office.

A.7.8.3 In the event that a faculty employee is elected to a full-time political office, he/she shall be granted an extended leave of absence for \* up to a maximum period of seven years or two consecutive terms of office without pay. The Board may extend this leave of absence. Such a leave of absence shall be governed by the provisions of A.7.7.3, A.7.7.4, and A.7.7.5.

A.7.9 Partial Leaves

A.7.9.1 Part-time leave of absence without pay may be granted at the discretion of the College to faculty appointees only. No reasonable request shall be denied.

A.7.9.2 The applicant must notify the Principal, in writing, at least four months in advance of the commencement of the leave of absence that he/she wishes a partial leave of absence. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the faculty employee, in writing, within eight (8) calendar weeks if the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.

A.7.9.3 The normal partial leave is a 50% workload reduction as defined in Article A.3 and spans two working years. Salary increments for the period of the partial leave of absence may be granted at the discretion of the Principal. Any salary increments earned in the last year of full-time teaching service shall, however, be payable upon the return of a faculty employee from a leave of absence. A faculty employee on partial leave of absence shall receive salary, fringe benefits, vacation, preparation time, professional development time and other paid leaves of absence on a pro-rata basis.

A.7.9.4 If the faculty employee on leave desires full fringe benefit coverage, he/she shall arrange to pay the College's share of the cost not covered by the pro-rata arrangement and the College shall continue full coverage, subject to carrier conditions.

A.7.9.5 During and after a partial leave of absence, the faculty employee is assured of maintaining at least his/her previous faculty positions and duties.

A.7.10      Conditions of Extended Leaves

The conditions of educational leave, exchange leave, maternity\* adoption leave, parental leave, political leave, extended leave without pay and partial leave (A.7.1, A.7.2, A.7.5, A.7.7, A.7.8, and A.7.9) must be stated in writing by the Principal according to the conditions of the Agreement, and a written reply must be made by the applicant within thirty (30) days. An employee does not cease to be an employee by virtue of being on an authorized leave under this Agreement.

**SECTION B**

**B.1. DEFINITIONS**

B.1.1 "Recall" is defined as a calling back of individuals to fill a vacant part-time faculty appointment according to the provisions of Articles B.2.2.1, B.2.2.2 and B.2.3.

B.1.2 "Working Day(s)" refers to all days, Sunday through Saturday inclusive, of any week of the year, excluding College and statutory holidays.

## B.2. APPOINTMENT OF PART-TIME FACULTY

B.2.1 At the time of employment and appointment, the College will acknowledge on a hiring form amongst other things:

- a. the starting date of the employment of the employee;
- b. the term of appointment;
- c. the regular scheduled hours and days to be worked each week;
- d. the hours of preparation time;
- e. the hours of professional development time;
- f. the position for which the part-time faculty employee is hired;
- g. whether or not the appointment is subject to enrolment minima;
- h. whether or not the appointment is subject to any other conditions;
- i. type of classification referred to in Article B.5.

B.2.2 \* Continuing Part-Time Positions

B.2.2.1 Effective until July 31, 1993 a part-time faculty employee who has held three or more part-time appointments within a four (4) year period or has held twelve (12) cumulative months of consecutive part-time appointments or intermittent part-time appointments separated by six (6) months or less, and who has received satisfactory evaluations by the College, shall have the right of recall for a part-time appointment in the same discipline for which he/she is qualified should such appointment become available thereafter. It shall be the part-time faculty employee's responsibility to keep the College informed of increased qualifications within a discipline. This right of recall shall apply at the same College campus where the part-time employee has held the previous appointments. The exercise of recall rights will not require the College to change course schedules. However, the College shall address any reasonable request and attempt to accommodate such a request where possible.

It is specifically agreed that individuals who have acquired recall rights through article B.2.2 cannot compound appointments to change their status from part-time faculty to full-time faculty.

Effective August 1, 1993, a part-time faculty employee who has completed at least ninety (90) hours of part-time appointments in the same discipline/course at the same campus in each of two successive working years and has not received unsatisfactory evaluations, shall be given a continuing part-time appointment. For the purpose of this clause, professional development time and preparation time shall be included in the term of appointments.



B.2.2.2 Effective August 1, 1993, a continuing part-time appointment shall entitle the faculty employee to the right of first refusal to further part-time appointments on that campus for which they are qualified.

B.2.2.2 Effective until July 31, 1993, in the event that more than one individual is eligible for recall to a given appointment, the appointment shall first be offered to the individual with the greater cumulative service. If turned down by that individual, then the part-time appointment shall be offered to the qualified individual with the next greatest cumulative service in that discipline at that campus.

Effective August 1, 1993, in the event that more than one continuing part-time employee is eligible for a given appointment, the appointment shall be offered to the employee with the greatest cumulative service. Cumulative service shall be measured in total hours at the same campus.

B.2.2.3 Effective until July 31, 1993, an individual who substitutes on a part-time basis for a faculty employee and completes fifty percent (50%) or more of the total instructional hours of the course shall be deemed to have served one appointment for the purposes of recall (B.2.2.1). Once the individual has qualified for recall rights, then all part-time appointments shall count towards cumulative service (B.2.2.4).

Effective August 1, 1993, it shall be the part-time faculty employee's responsibility to keep the College informed of increased qualifications.

B.2.2.4 Effective until July 31, 1993, cumulative service shall be measured in total hours within a discipline at the same campus.

Effective August 1, 1993, it shall be the College's responsibility to canvass all continuing part-time employees by January 1 of each year to ascertain current qualifications and instructional interests of each employee. Such information shall be used to determine the seniority and qualifications of the employee for purposes of appointment selection. The College shall forward a list of this information to the Faculty Association.

B.2.2.5 Effective until July 31, 1993, a record of part-time cumulative service in a discipline at the same campus will cease when three years have passed without employment with the College in that discipline at the same campus as a part-time faculty employee, or the individual fails to keep the Personnel Office currently informed in writing of his/her address and telephone number.

Effective August 1, 1993, a part-time faculty employee on a continuing appointment shall be short listed for any vacant full-time positions should he/she apply.

B.2.2.6 Effective until July 31, 1993, if an individual refuses an offer of a part-time appointment, the College reserves the right to terminate his/her record of cumulative service. This right shall not be exercised unreasonably.

Effective August 1, 1993, continuing part-time employees cannot compound appointments to change their status from part time to full time.

B.2.2.7 Effective until July 31, 1993, completion of the term of appointment referred to in B.2.1(b) shall not constitute lay-off.

B.2.3 A.B.E. Recall Rights

B.2.3.1 Effective until July 31, 1993, recall Rights in A.B.E. Science:

- a. Instructional hours of teaching in level 030 Science shall not apply to recall rights in levels 040, 045, 050 Science.
- b. Instructional hours of teaching in levels 040, 045, and 050 Science for recall rights shall be subject specific, e.g., Biology, Chemistry, Physics. Instructional hours of teaching in levels 040, 045, and 050 Science shall apply to recall rights in level 030 Science.

B.2.3.2 Effective until July 31, 1993, recall Rights in A.B.E. English:

- a. Instructional hours of teaching in level 010 English shall apply to recall rights in level 020 English.
- b. Instructional hours of teaching in level 020 English shall apply to recall rights in level 030 English, but shall not apply to level 010, 040, 045, or 050 English.
- c. Instructional hours of teaching in level 030 English shall apply to recall rights in level 020, 040, 045 and 050 English, but shall not apply to level 010 English.
- d. Instructional hours of teaching in level 045, 040, or 050 English shall apply to recall rights in level 030 English, but shall not apply to recall rights in level 010 and 020 English.

B.2.3.3 Effective until July 31, 1993, recall Rights in A.B.E. Mathematics:

- a. Instructional hours of teaching in levels 020 and 030 Mathematics shall not apply to recall rights in levels 040, 045, and 050 Mathematics.
- b. Instructional hours of teaching in levels 040, 045, and 050 Mathematics shall apply to recall rights in levels 020 and 030 Mathematics.

B.2.3.4 Effective until July 31, 1993, these restrictions shall not affect the calculation of hours of instruction for other purposes.

### **B.3. RESIGNATION**

#### **B.3.1**      Resignation Notice

**B.3.1.1**      A part-time faculty employee shall notify the College of his/her decision to leave the employ of the College by giving written notice fourteen (14) calendar days in advance of the effective date of resignation. The part-time faculty employee shall receive termination pay and benefits as provided for in this Agreement.

**B.3.1.2**      A part-time faculty employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

**B.3.1.3**      On termination by a part-time faculty employee of his/her employment, the College shall within six (6) calendar days after the date of termination of employment pay to the employee all wages owing to him/her.

**B.3.1.4**      Effective August 1, 1993, where the continuing part-time employee refuses two (2) consecutive offers of appointment, he/she shall be considered to have resigned.

**B.3.1.5**      Effective August 1, 1993, where the continuing part-time employee fails to keep the Human Resources Office informed of his/her current address, he/she shall be considered to have resigned.

**B.3.1.6**      Effective August 1, 1993, where the College has not offered appointments for two consecutive years, the employee shall be entitled to prorated severance pay. Severance pay shall be prorated on the basis of the average annual hours worked in the two (2) year period immediately prior to the cessation of available work taken as a percentage of the maximum hours of a full-time faculty employee in the applicable work load classification. Seniority shall be based upon the length of continuous service immediately prior to the cessation of available work, and shall not include the two (2) year period where no appointments were offered.

#### **B.3.2**      Failure to Report for Duty

**B.3.2.1**      A part-time faculty employee who fails to report for duty for two (2) consecutive classes without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (see Article B.3.2.2).

B.3.2.2

A part-time faculty employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

**B.4. DISCHARGE, SUSPENSION AND DISCIPLINE**

- B.4.1 The Faculty Association recognizes the College's right to discipline, suspend, and discharge part-time faculty employees for just cause subject to the terms and conditions of this Agreement.
- B.4.2 No part-time faculty employee shall be disciplined or suspended except for just cause. A part-time faculty employee shall be suspended for disciplinary reasons only upon the written authority of the Principal. Suspension shall be preceded or accompanied by notice, in writing, giving the reasons for and the duration of the suspension.
- B.4.3 In cases of suspension, the Principal shall report the action to the Board with a statement of his/her reasons.
- B.4.4 The part-time faculty employee, in accordance with Section 26(4), College and Institute Act 1979, may appeal the suspension to the Board.
- B.4.5 A part-time faculty employee considered by the Faculty Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under the grievance procedure in accordance with Article 3 of this Agreement.
- B.4.6 A part-time faculty employee has the right to have a third party representative present at any meeting regarding his/her discipline, suspension, or discharge.
- B.4.7 When the Principal determines that there is proper cause for dismissal, he/she shall notify the part-time faculty employee and the Directors of the Faculty Association, in writing, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.
- B.4.8 Within seven (7) calendar days of such notification, the Principal shall meet with the part-time faculty employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of his/her choice. Within four (4) calendar days of the meeting:
- a. the Principal may decide to withdraw dismissal proceedings, or
  - b. the part-time faculty employee may decide to offer his/her resignation, or

c. the Principal may decide to recommend dismissal to the Board.

B.4.9 The part-time faculty employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented his/her arguments to the Board. He/she may be accompanied by observers or spokespersons of his/her choice.

B.4.10 The Board shall notify the faculty employee and the Directors of the Faculty Association with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.

B.4.11 If the Board accepts a dismissal recommendation (see B.4.8(c)), the faculty employee shall have the right, within twenty (20) calendar days from the time of notification of the Board's decision, to submit an appeal to an Arbitration Board under Article 3.6.

## **B.5. FACULTY WORKLOADS**

### **B.5.1 Faculty Classification**

**B.5.1.1** All part-time faculty employees shall be classified according to the type of program area in which they instruct as listed in this agreement and as stated on their hiring form.

These classifications must not be changed or deleted without the agreement of the Faculty Association. If new program areas are created during the life of this Collective Agreement, the classification will be made with the mutual agreement of the Board and the Faculty Association; if mutual agreement cannot be reached, the issue goes to binding arbitration under Article 3.6.

**B.5.1.2** Type 1 part-time faculty employees shall be classified as instructors or laboratory demonstrators in the following program areas:

Arts and Science Programs

Business Administration

Computer Information Systems

Construction Management

Dental Assisting

Dental Hygiene

Drafting Technology (Except for courses subject to the Letter of Agreement attached to this Agreement)

Early Childhood Education

Electronics Engineering Technology

Engineering Graphics and Design Technology

Fine Arts Diploma Program

Forest Resource Technology

Long Term Care/Home Support Worker Program

Medical Laboratory Technology

Native Social Work Development Program

Nursing Programs

Physical Education Programs

Social Services Foundations Program



B.5.1.3 Type 2 part-time faculty employees shall be classified as instructors or laboratory demonstrators within the following program areas:

Adult Basic Education

Adult Special Education

Developmental Studies

English Language Training

Office Administration

Life Skills

B.5.1.4 Type 3 part-time faculty employees shall be classified as instructors within the following program areas:

Auto Mechanical Repair

Carpentry

Cooperative Advanced Apprenticeship Training

Electrical

Entry Level Training

Food Services

Heavy Duty Mechanics

Millwrighting

Power Engineering

\*

Welding

B.5.1.5 Type 4 part-time faculty employees shall work as:

Athletics/Recreation

Counsellors

Librarians

Distance Learning Faculty

B.5.2      Workloads for Type 1 Part-time Faculty Employees

B.5.2.1      Workloads for Type 1 part-time faculty employees:

- a.      No more than 37 students shall be allowed per section.
- b.      No more than 25 students shall be allowed per technical writing or communication section.
- c.      No more than 20 students shall be allowed per university transfer lab or writing section.
- d.      No more than 24 full-time and 6 part-time students shall be allowed per Early Childhood Education Basic Program section; no more than 24 students shall be allowed for Early Childhood Education Post-Basic Program section.
- e.      No more than 24 students shall be allowed per section in Dental Assisting.
- f.      The ratio of instructors to students in clinical and practicum situations shall not exceed \* 1:18 for Social Service Foundations; 1:10 for \* Early Childhood Education 190 (levels 1-2); and 1:5 for Early Childhood Education 199 (levels 3-4).
- g.      The ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i.      1:8 for Nursing Programs;
  - ii.     1:10 for the Long Term Care/Home Support Worker Program;
  - iii.    1:8 for the Dental Assisting Program;
  - iv.    1:5 for the Dental Hygiene Program in trimesters one through four; ratios for trimesters five and six shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.
- h.      Maximum lab sizes for technical/career courses will be determined by the appropriate Divisional Director in consultation with the faculty employees, having due regard for available facilities and course objectives; except for Fundamental Employment Skills, in no case shall the maximum exceed 20 students.

- i. In the following courses, the enrolment maxima will be twenty-eight (28) students for both lecture and laboratory sections:

TEGD 150 Technology Graphics

TEGD 163 Mechanical Technology 1

TEGD 171 Civil Tech 1

TEGD 172 Building Technology 1

TEGD 173 Mechanical Technology 2

B.5.2.2 With the part-time faculty employee's written permission, and with the written permission of the Faculty Association, the class size in a, b, c, d, e or h above (B.5.2.1) may be increased by 5 students.

B.5.2.3 The overall student load must not exceed 100 students at any given time.

B.5.2.4 The maximum number of students allowed per section in new professional programs shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).

B.5.2.5 A part-time faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional hours or six (6) lecture or seminar hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening teaching responsibility which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

B.5.3 Workloads for Type 2 Faculty Employees

B.5.3.1 Workloads for Type 2 part-time faculty employees:

- a. The ratio of instructors to students in Adult Basic Education courses shall not exceed:

- i. 1:12 for a Level I course;
  - ii. 1:16 for a Level II course;
  - iii. 1:18 for a Level III, IV, or V English or Science course;
  - iv. 1:22 for a Level III, IV, or V course other than an English or Science course;
  - v. in a class with more than one level, the instructor to student ratio of the lowest level will prevail.
- b. The ratio of instructors to students in English Language Training classes shall not exceed 1:14 for Beginning Level classes and 1:16 for other classes.
- c. The number of students in an Adult Special Education class shall be determined by the mutual agreement of the faculty employee and his/her supervisor, having due regard for the available facilities, the course objectives, and the abilities of the students.
- d. A faculty employee teaching English 155 shall be assigned no more than twenty (20) students per student-contact hour and an overall student load of not more than sixty (60) students per week. A faculty employee teaching Mathematics 155 shall be assigned no more than twenty-five (25) students per student-contact hour and an overall student load of not more than seventy-five (75) students per week.
- e. The ratio of instructors to students in Office Administration classes shall not exceed:
- i. 1:25 for courses offered on the Prince George campus;
  - ii. 1:16 for courses offered at regional campuses

With the faculty employee's written permission, the instructor to student ratios specified in a, b or e above may be increased by 3 students. When the instructor to student ratio is to exceed the maxima by more than 3, the written permission of the Faculty Association is also required.

B.5.3.2

\* A part-time faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours;
- b. more than eight (8) instructional hours or six (6) lecture or seminar hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening teaching responsibility which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

B.5.4      Workloads for Type 3 Part-time Faculty Employees

B.5.4.1      Except for self-instructional courses, the number of students in a Type 3 classes shall be determined as follows:

- a.      In trades programs where the number of students is assigned by the Apprenticeship Branch and in Power Engineering and Welding, there shall be a maximum of sixteen (16) students allowed per class. Exceptions will be made with the written permission of the faculty employee and the Faculty Association.
- b.      In the CAAT and TRAC programs, the ratio of instructors to students shall not exceed 1:16 for shop training activities. With the faculty employee's written permission, these ratios may be increased by the College. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.
- c.      In other Type 3 areas, the number of students in a particular course shall be determined by the Director in consultation with the faculty employees, having due regard for the available facilities and course objectives.

B.5.4.2      \* A part-time faculty employee shall not be assigned a teaching schedule which includes:

- a.      more than three (3) consecutive lecture or seminar hours;
- b.      more than eight (8) instructional hours or six (6) lecture or seminar hours per calendar day;
- c.      a teaching responsibility which commences before 10:00 hours on the day following an evening teaching responsibility which terminates after 21:00 hours;
- d.      a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

B.5.5      Workloads for Type 4 Part-time Faculty Employees

B.5.5.1      When a Type 4 part-time faculty employee instructs a course he/she shall be subject to the limitations of the appropriate type (i.e. Type 1, 2, or 3) as set out in Article B.5.

B.5.5.2      A part-time Social Services distance Learning faculty employee may instruct up to forty-two (42) students per semester, as determined by registration, or work up to a maximum of nineteen (19) hours. Under special circumstances, B.5.4.2 may be waived with the mutual agreement of the instructor, the Faculty Association and the College.

B.5.6      Travel Expenses

B.5.6.1      If a part-time faculty employee is required to travel on College business and uses his/her own vehicle, the College shall reimburse the part-time faculty employee at a rate not less than the College-approved rate. The College shall also pay full premium for any additional insurance that may be required.

B.5.6.2      A faculty employee may be assigned \* duties which involve travel \* and shall be credited with additional workload hours for travel. Travel hours are counted as lecture hours for Types 1 and 2, and workload hours for Types 3 and 4, according to the following table:

Prince George to:	Type 2/3/4	Type 1
Vanderhoof	3.0 hours	1.50 hours
Quesnel	3.5 hours	1.75 hours
Fort St. James	4.5 hours	2.25 hours
Fraser Lake	4.5 hours	2.25 hours
Mackenzie		5.5 hours 2.75 hours
Burns Lake	6.0 hours	3.00 hours
McBride		6.0 hours 3.00 hours
Valemount		8.0 hours 4.00 hours
Granisle	9.0 hours	4.50 hours
Tumbler Ridge	12.0 hours	6.00 hours

- a. Travel hours which are not included in the faculty employee's duty time \* within a campus area and which are not to the faculty employee's normal work place(s) shall be set by mutual agreement of the faculty employee and his/her supervisor.
- b. Times for other regular trips by motor vehicle or other regular trips by air shall be set only by mutual agreement of the Board and the Faculty Association.

Travel time to a given location shall be agreed in writing between the College, the faculty employee and the Faculty Association.

#### B.5.7      Cancellation of Courses

Effective until July 31, 1993, in the event a part-time faculty employee, in receipt of an appointment under the provisions of B.2.1, is not required due to the cancellation of the course, he/she shall receive two (2) hours pay.

Effective August 1, 1993, a part-time faculty employee who has received and accepted a written appointment to a part-time position shall be paid 10% of the scheduled instruction hours of the appointment if it is cancelled prior to its commencement with less than two (2) weeks of notice to the appointee.

#### B.5.8      Preparation Time

Part-time faculty employees shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (B.2.1(c)), and shall be added at the commencement of the appointment.

**B.6. EVALUATION****B.6.1**      **General**

**B.6.1.1**      The primary purpose of evaluation is to assess performance in order to maintain or improve the quality of College program delivery in the public interest. Evaluations should provide feedback and information, guidance and suggestions for the future growth of the employee. It is recognized that the evaluation may also be used to provide information to the administration for the purposes of determining renewal or termination of contracts, and of recognizing outstanding performance.

**B.6.1.2**      In any evaluation, a part-time faculty employee's private or social behaviour, or his/her political, religious or other beliefs shall be relevant if, and only if, they interfere with the College's pursuit of its educational goals or the fulfilment of that employee's duties and responsibilities.

**B.6.1.3**      Responsibility for the initiation of the evaluation process rests with the Associate/Divisional Director or Vice Principal, as appropriate. The Associate/Divisional Director or Vice Principal is responsible for ensuring that the evaluation procedures, as outlined in Article **B.6.2** are followed.

**B.6.1.4**      A part-time faculty employee shall be evaluated at least once during his/her first appointment providing his/her regular scheduled hours total at least forty-five (45) hours, as stated on his/her hiring form.

In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.



B.6.2            Evaluation Procedures

B.6.2.1            Evaluation procedures designed to fairly and adequately assess performance will be established and reviewed periodically by the appropriate Vice Principal, after consultation with appropriate faculty groups at divisional/departmental meetings for their recommendations.

B.6.2.2            The Associate/Divisional Director or Vice Principal as appropriate, shall advise the part-time faculty employee in advance of the evaluation procedure to be used.

B.6.2.3            The part-time faculty employee will review all evaluation results with the Associate/Divisional Director or Vice Principal, as appropriate, at a mutually agreeable time. If an employee so chooses, a third party of his/her choice may be present.

B.6.2.4            The part-time faculty employee will sign the evaluation report indicating his/her agreement or disagreement with the conclusions of the report.

B.6.2.5            The part-time faculty employee will be given the opportunity to make written comments which will be entered into the employee's file with the evaluation.

## **B.7. SALARIES AND BENEFITS**

### **B.7.1**      **Criteria for Placement**

**B.7.1.1**      The following criteria shall be used in determining the minimum salary step on which a part-time faculty employee shall be placed:

- a.      A person with a relevant two (2) year Career/Technical Diploma or certificate, shall be credited with one-half (1/2) point.
- b.      A person with a Bachelor's Degree or equivalent (such as an Interprovincial Trades Qualification) in a field related to the area of instruction shall be credited with one point.
- c.      A person with a Master's Degree or equivalent in a field related to the area of instruction shall be credited with two points.
- d.      A person with a Doctor's Degree or equivalent shall be credited with three points.
- e.      A person with a Bachelor's or Master's Degree in Education or other equivalent certification of training in instructional methods in addition to teaching area expertise shall be credited with one additional point.
- f.      One-half point shall be granted for each year of relevant public school teaching experience. For the purposes of this clause, a year shall be calculated as \* ten (10) \* months of instructional employment.
- g.      One-half point shall be granted for each year of other relevant experience.
- h.      One point shall be granted for each year of relevant full-time, post-secondary teaching experience or for the equivalent in relevant part-time post-secondary teaching experience. For the purposes of this clause, a year shall be calculated as \* eight (8) months of instructional employment.

Experience and/or qualifications under the above categories \* shall not normally be counted twice. No more than a total of six (6) education/experience points shall be granted for criteria a, b, c, d, e, and f above.

B.7.1.2 Nothing in this Agreement shall prevent a part-time faculty employee from being hired on a salary step above the minimum described in B.7.1.3.

B.7.1.3 On the basis of the criteria in Article B.7.1.1, part-time faculty employees shall be placed on their salary steps by the Principal. The President of the Faculty Association shall then be informed of the qualifications of the part-time faculty employee and the salary step on which he/she has been placed.

B.7.2 Vacation Pay

B.7.2.1 Effective until July 31, 1993, all part-time faculty employees are entitled to vacation pay calculated on the employee's total wages for the year on the following basis:

- a. 4% of total wages where the part-time faculty employee has not gained the right to recall (Article B.2.2).
- b. an additional 2% of total wages where the part-time faculty employee has gained the right to recall (Article B.2.2).

Effective August 1, 1993, continuing part-time faculty employees are entitled to prorated vacation pay calculated on the employees' total wages for the year. All other part-time faculty employees are entitled to four (4) percent calculated on the employees' total wages for the year.

B.7.2.2 A part-time faculty employee whose employment ceases before he/she has completed one (1) calendar week of employment is not entitled to annual vacation pay as outlined in B.7.2.1.

B.7.2.3 Payment of vacation pay in accordance with Article B.7.2.1 shall occur on December 31st of each year, and/or upon completion of the term of appointment.

B.7.3 Benefits

Effective August 1, 1993, a continuing part-time faculty employee shall be paid a prorated amount of Statutory Holidays based on the average hours worked in the four (4) weeks preceding the holiday provided the holiday falls on his/her regularly scheduled instructional day.

B.7.3.1 Effective until July 31, 1993, part-time faculty employees whose weekly instructional hours are greater than 50% of the prescribed maximum workload limits specified in Section A.3 and are presently on a contract of ten weeks or more duration shall be entitled to participate in the following fringe benefits. Participation is compulsory except where the employee can demonstrate equivalent coverage for self and dependents:

- Medical Insurance;
- Dental Insurance.

The College shall pay 100% of the premiums for Medical Insurance and 50% of the premiums for Dental Insurance.

Effective August 1, 1993, continuing part-time faculty employees who are presently on a contract of ten (10) weeks or more duration shall be entitled to participate in the following fringe benefits (subject to the carrier conditions). Participation is compulsory except where the employee can demonstrate equivalent coverage for self and dependants:

- medical insurance
- extended health coverage
- dental insurance

The College shall pay 100% of the premiums for medical insurance and extended health coverage and 50% of the premiums for dental insurance.

B.7.3.2 Part-time faculty employees are eligible to participate in the government-operated College Pension Plan. New part-time faculty employees shall be informed of their rights under this plan.

B.7.3.3 Part-time faculty employees are eligible to apply to the Professional Development Committee (PDC) for funds to pursue short term professional development activities (Article A.6).

B.7.3.4 Effective August 1, 1993, continuing part-time faculty employees shall be entitled to professional development time based upon ten (10) percent of his/her total hours. The provisions of A.3.15.2 and A.3.15.3 shall be applicable. Professional development time shall be non cumulative from one working year to another and any unused entitlement shall be forfeited.



## B.8. LEAVES

### B.8.1 Sick Leave

B.8.1.1 \* Effective until July 31, 1993, a part-time faculty employee shall be credited with sick leave on the basis of one-and-one-half (1.5) hours of sick leave for each twenty-one (21) hours of appointment. A part-time faculty employee shall be entitled to an accrual of all unused sick leave up to a maximum of 120 hours for future benefit. When the faculty employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. Accrued sick leave shall terminate upon resignation (B.3.1), termination of appointment (B.3.2, B.4), or loss of recall rights (B.2.2.5, B.2.2.6).

Effective August 1, 1993, continuing part-time faculty employees shall be credited with sick leave on the basis of one and on-half (1.5) hours of sick leave for each twenty-one (21) hours of appointment. A continuing part-time faculty employee shall be entitled to an accrual of all unused sick leave up to a maximum of 120 hours for future benefit. When the faculty employee is on leave, the accumulation of sick leave shall continue only if the absence is with pay. Accrued sick leave shall terminate upon resignation or termination (B.3.1 and B.4).

B.8.1.2 Effective until July 31, 1993, a part-time faculty employee may draw upon his/her accumulated sick leave whenever his/her weekly instructional hours are greater than 50% of the average of the prescribed minimum and maximum workload limits specified in Section A.3. A deduction shall be made from accumulated sick leave for all scheduled instructional hours missed due to illness which are not rescheduled in accordance with Article B.8.2.

Effective August 1, 1993, a deduction shall be made from accumulated sick leave for all scheduled instructional hours missed due to illness which are not rescheduled in accordance with Article B.8.2

B.8.1.3 Part-time faculty employees must report all absences on account of illness or injury. Sick leave will not be payable for absences where benefits are received under the Workers' Compensation Act.

B.8.1.4 Effective until July 31, 1993, in the case of illness of a member of the immediate family of a part-time faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled to use sick leave credits for this purpose to a maximum of ten (10) hours per working year.

Effective August 1, 1993, in the case of illness of a member of the immediate family of a continuing part-time faculty employee, when no one at home other than the faculty employee can provide for the needs of the ill person, the faculty employee is entitled to use sick leave credits for this purpose.

B.8.1.5 Proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If a faculty employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.

B.8.2 Short-Term Personal Leave

Effective until July 31, 1993, the part-time faculty employee, with the prior approval (where possible) of the Principal, or his/her designate, may take a short term leave for personal reasons (such as personal illness when sick leave credits have been exhausted, death or serious illness in the immediate family), being summoned to serve on a jury, or being subpoenaed or summoned as a witness in criminal or civil proceedings.

Provided that he/she has notified the appropriate Vice Principal or the Principal and received prior approval, the part-time faculty employee shall receive at his/her request, unpaid leave of absence. Immediate family shall mean spouse (including common-law), child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law and any other person permanently living in the same household.

Part-time faculty employees granted leave in accordance with this article shall be given the opportunity of rescheduling instructional hours missed due to their absence, or such other arrangements to fulfil their instructional obligations that receive the prior approval of the Vice Principal or the Principal. Such approval shall not be unreasonably withheld. If the total hours of instruction are fulfilled, the part-time faculty employee shall not have his/her total contract hours reduced.

Effective August 1, 1993, the continuing part-time faculty employee, with the prior approval (where possible) of the President, or his/her designate, may take a short-term leave for personal reasons (such as personal illness when sick leave credits have been exhausted, being summoned to serve on a jury, or being subpoenaed or summoned as a witness in criminal or civil proceedings).

Provided that he/she has notified the appropriate Vice President or the President and received prior approval, the continuing part-time faculty employee shall receive at his/her request, unpaid leave of absence.

Continuing part-time faculty employees granted leave in accordance with this article shall be given the opportunity of rescheduling instructional hours missed due to his/her absence, or such other arrangements to fulfil his/her instructional obligations that receive the prior approval of the Vice President or the President. Such approval shall not be unreasonably withheld. If the total hours of instruction are fulfilled, the continuing part-time faculty employee shall not have his/her total contract hours reduced.

B.8.3 Effective August 1, 1993, continuing part-time faculty employees shall have the right to prorated Compassionate Leave as per A.7.4, and prorated Maternity/Paternity/Parental/Adoption Leave as per A.7.5. Prorating shall be done on the basis of appointment hours as a percentage of the maximum full-time workload classification.



**SCHEDULE A**  
**FACULTY SALARY SCALE**

**EFFECTIVE DECEMBER 1, 1989**

**EFFECTIVE DECEMBER 1, 1990**

Step	Annual	Monthly	Weekly	Step	Annual	Monthly	Weekly
1	35,173	2,931.09	676.40	1	37,635	3,136.26	723.75
2	36,869	3,072.42	709.02	2	39,450	3,287.48	758.65
3	38,567	3,213.92	741.67	3	41,267	3,438.90	793.59
4	40,265	3,355.43	774.33	4	43,084	3,590.31	828.53
5	41,962	3,496.85	806.97	5	44,900	3,741.63	863.45
6	43,660	3,638.36	839.62	6	46,716	3,893.04	898.39
7	45,357	3,779.78	872.26	7	48,532	4,044.36	933.31
8	47,056	3,921.37	904.93	8	50,350	4,195.87	968.28
9	48,755	4,062.88	937.59	9	52,167	4,347.28	1,003.22
10	50,451	4,204.21	970.20	10	53,982	4,498.50	1,038.12
11	52,148	4,345.63	1,002.84	11	55,798	4,649.82	1,073.04

1,697 - Coordinator's allowance      1,816 - Coordinator's allowance

**EFFECTIVE DECEMBER 1, 1991**

Step	Annual	Monthly	Weekly
1	38,764	3,230.35	745.47
2	40,633	3,386.11	781.41
3	42,505	3,542.06	817.40
4	44,376	3,698.02	853.39
5	46,247	3,853.88	889.36
6	48,118	4,009.83	925.35
7	49,988	4,165.69	961.31
8	51,861	4,321.74	997.33
9	53,732	4,477.70	1,033.32
10	55,601	4,633.46	1,069.26
11	57,472	4,789.32	1,105.23

1,870 - Coordinator's allowance

Calculation of Overload

Type 1(a), 1(b), and 1(c): salary p.a./52 weeks/18 hours per week x 1.5 (time and one-half)

Type 2: salary p.a./52 weeks/25 hours per week x 1.5 (time and one-half)

Type 3: salary p.a./52 weeks/30 hours per week x 1.5 (time and one-half)



**SCHEDULE B****LABORATORY DEMONSTRATOR SALARY SCALE****EFFECTIVE DECEMBER 1, 1989****EFFECTIVE DECEMBER 1, 1990**

<b>EFFECTIVE DECEMBER 1, 1989</b>			<b>EFFECTIVE DECEMBER 1, 1990</b>				
Step	Annual	Monthly	Weekly	Step	Annual	Monthly	Weekly
1	28,382	2,365.15	545.80	1	30,368	2,530.71	584.01
2	30,080	2,506.65	578.46	2	32,185	2,682.12	618.95
3	31,777	2,648.07	611.09	3	34,001	2,833.44	653.87
4	33,474	2,789.49	643.73	4	35,817	2,984.75	688.79
5	35,173	2,931.09	676.40	5	37,635	3,136.26	723.75
6	36,869	3,072.42	709.02	6	39,450	3,287.48	758.65
7	38,567	3,213.92	741.67	7	41,267	3,438.90	793.59
8	40,265	3,355.43	774.33	8	43,084	3,590.31	828.53
9	41,962	3,496.85	806.97	9	44,900	3,741.63	863.45
10	43,660	3,638.36	839.62	10	46,716	3,893.04	898.39
11	45,357	3,779.78	872.26	11	48,532	4,044.36	933.31

**EFFECTIVE DECEMBER 1, 1991**

Step	Annual	Monthly	Weekly
1	31,280	2,606.63	601.53
2	33,151	2,762.58	637.52
3	35,021	2,918.44	673.49
4	36,892	3,074.30	709.45
5	38,764	3,230.35	745.47
6	40,633	3,386.11	781.41
7	42,505	3,542.06	817.40
8	44,376	3,698.02	853.39
9	46,247	3,853.88	889.36
10	48,118	4,009.83	925.35
11	49,988	4,165.69	961.31

Calculation of Overload

Laboratory Demonstrators: salary p.a./52 weeks/18 hours per week x 1.5 (time and one-half)

**SCHEDULE C****PART-TIME FACULTY SALARY SCALE****EFFECTIVE DECEMBER 1, 1989**

Points	Type 1	Type 2/3	Type 4	Lab Demo
1	33.82	24.35	20.29	27.29
2	35.45	25.52	21.27	28.92
3	37.08	26.70	22.25	30.55
4	38.72	27.88	23.23	32.19
5	40.35	29.05	24.21	33.82
6	41.98	30.23	25.19	35.45
7	43.61	31.40	26.17	37.08
8	45.25	32.58	27.15	38.72
9	46.88	33.75	28.13	40.35
10	48.51	34.93	29.11	41.98

**EFFECTIVE DECEMBER 1, 1990**

Points	Type 1	Type 2/3	Type 4	Lab Demo
1	36.19	26.06	21.71	29.20
2	37.93	27.31	22.76	30.95
3	39.68	28.57	23.81	32.69
4	41.43	29.83	24.86	34.44
5	43.17	31.08	25.90	36.19
6	44.92	32.34	26.95	37.93
7	46.67	33.60	28.00	39.68
8	48.41	34.86	29.05	41.43
9	50.16	36.12	30.10	43.17
10	51.91	37.37	31.14	44.92

**EFFECTIVE DECEMBER 1, 1991**

Points	Type 1	Type 2/3	Type 4	Lab Demo
1	37.27	26.84	22.36	30.08
2	39.07	28.13	23.44	31.88
3	40.87	29.43	24.52	33.67
4	42.67	30.72	25.60	35.47
5	44.47	32.02	26.68	37.27
6	46.27	33.31	27.76	39.07
7	48.07	34.61	28.84	40.87
8	49.87	35.90	29.92	42.67

9	51.67	37.20	31.00	44.47
10	53.46	38.49	32.08	46.27

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: ARTS AND SCIENCE COURSES REFERRED TO IN ARTICLE A.3.1.2**

For the purposes of determining Type 1(a) workload classifications the following list constitutes the Arts and Science courses referred to in A.3.1.2:

- ANTH 101, 102, 201, 202
- APSC 100, 120
- ASTR 105
- BIO 101, 102, 103, 104, 201, 202, 203, 204, 205, 206, 207, 208, 209
- CHEM 111, 112, 113, 114, 201, 202, 203, 204
- COM 122, 204, 209, 210, 212, 213, 214
- CRIM 101, 102, 103, 106, 120, 201, 241
- CSC 100, 101, 109, 110, 210, 214, 216, 220, 224
- DEND 111, 112
- ECON 101, 102, 201, 202, 215
- EGEO 101, 102
- ENG 101, 102, 103, 104, 106, 201, 202, 203, 204, 205, 206, 213, 214, 215
- FRENCH 101, 102
- GEOG 101, 103, 201, 202, 203, 205
- HIST 101, 102, 103, 104, 201, 202, 205, 211
- MATH 100, 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 215
- PHIL 101, 102, 204, 205
- P.E. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 117, 120, 121, 122, 123, 124, 125, 203, 204, 220, 221, 222, 223, 224
- PHYS 101, 102, 105, 106, 201, 202, 204, 205
- POL. SC. 101, 102
- PSYC 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 161, 162
- SOC 101, 102, 103, 104, 105, 201, 202, 203, 204, 206
- SCI 101

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: CALCULATION OF FULL-TIME EQUIVALENT FACULTY FOR ARTICLE A.6.1.1b(i)**

It is agreed that for the purposes of Article A.6.1.1b(i) only, the calculation of full-time equivalent faculty shall be done as follows, on a without precedent and without prejudice basis:

Full-time equivalent faculty shall be the sum of:

- the number of regular faculty appointees as of \* March 1, excluding those on leave who have been replaced;
- the number of probationary faculty as of \* March 1;
- the number of sessional faculty as of \* March 1;
- the number of Type 1 (Section B) instructional hours delivered by part-time faculty employees during the week which includes \* March 1 divided by 15;
- the number of Type 2 (Section B) instructional hours delivered by part-time faculty employees during the week which includes \* March 1 divided by 20.5;
- the number of Type 3 (Section B) instructional hours offered by part-time faculty employees during the week which includes \* March 1 divided by 25;
- the number of hours of Type 4 (Section B) work performed by part-time faculty employees during the week which includes \* March 1 divided by 32.5;

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_



**LETTER OF AGREEMENT**

**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**  
**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: INTRODUCTION OF DEGREE-COMPLETION PROGRAMS**

The College and the Faculty Association recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programs or should the College enter into an agreement with an existing or new degree-granting institution to provide access to degree-completion programs beyond first and second year level using College instructional personnel, the College and the Faculty Association agree as follows:

1. That the Faculty Association shall be the sole bargaining agent for all full-time and part-time employees of the College of New Caledonia primarily engaged in teaching functions of degree-completion programs.
2. That the Faculty Association and the College shall, within sixty (60) days of the College decision and approval of the introduction of degree-completion programs, must be available and commence negotiations on matters affecting faculty involved in the introduction and delivery of such programs.

Without limiting the generality of the forgoing, such matters shall include faculty duties and responsibilities, workload, seniority, non-teaching functions, salary and benefits. This list of matters for negotiation does not constitute either party's agreement to the necessity of changes to articles relating to such matters.

Should the College and the Faculty Association be unable to reach agreement on issues raised during negotiations by either party affecting faculty involved in the introduction and delivery of such programs, the matter(s) of disagreement shall be referred to arbitration under Article 3.6. The decision of the arbitrator shall have the force of Collective Agreement provisions.

**COLLEGE OF NEW CALEDONIA**

**CNC FACULTY ASSOCIATION**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: EMPLOYMENT OF DISABLED WORKERS**

- 1) The College and the Association recognize that employment of disabled individuals is desirable and that efforts should be made to facilitate such employment in suitable faculty positions.
- 2) Employees who have been physically injured in the employ of the College or who, after a prolonged illness, are unable to carry out their previous duties, will be given hiring preference for such other work as may be available, providing the employee is able to perform the duties or can be reasonably trained to perform the duties.
- 3) Except as modified herein, other conditions or benefits provided by the Collective Agreement can only be modified by mutual agreement of the parties, if modifications are required to facilitate disabled employment.
- 4) During the term of this Agreement, the parties shall work towards placement goals consistent with the recommendations of the Committee established in paragraph 5 below.
- 5) The methods to facilitate employment of disabled individuals shall be as follows:
  - i) A Committee of two (2) Association and two (2) College representatives and one (1) non-voting C.E.I.C. representative will be established to develop and recommend to the parties "disabled preferred hiring practices." Recommendations of the Committee must be reached by consensus. The Committee will also discuss other aspects of hiring practices including, but not limited to:
    - placement goals, including objectives for hiring as a percentage of complement;
    - special wage rates in certain circumstances;
    - waiving of certain benefits if required;
    - accessibility and special working relationships;
    - training programs.
  - ii) Committee meetings shall be scheduled by mutual agreement.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE**

**COLLEGE OF NEW CALEDONIA**

**RE: ORGANIZATIONAL RESTRUCTURING**

The College and the Faculty Association agree that the administrative position entitled "division chair" has replaced the two administrative positions entitled "division director" and "department head" and all references to either of the latter in the Collective Agreement shall mean the former.

The College agrees no new instructional administrative positions shall be proposed or created without consultation with the Faculty Association. For the purposes of this letter, consultation shall mean no less than thirty (30) calendar days notification of the proposed position including a rationale for the creation of such a position, an opportunity to discuss the qualifications, duties, responsibilities and other relevant matters for the position and an opportunity to formally respond to the proposal.

The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing administrative positions.

The terms of this letter shall replace those in clause 4.10.1.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: APPOINTMENT OF ADMINISTRATORS**

The College and the Faculty Association agree that instructional administrative vacancies and senior administrative vacancies, including acting positions for five (5) months or longer, shall be filled according to the following procedure:

1) The President shall strike a Committee, the size of the Committee is to be mutually agreed upon by the College and the Faculty Association but shall not be less than four (4). There shall not be less faculty than administrators on the Committee (this is not meant to preclude additional members from other areas). Faculty employees shall be appointed by the Faculty Association. The faculty employees on the Committee should represent the various areas of the College.

2) A Faculty Committee of no more than four (4) faculty employees may be appointed by the Directors of the Faculty Association to assist the Committee and the President. The Faculty Committee shall review the candidates' applications and resumes and make recommendations to the Committee. The Faculty Committee may interview short listed candidates. The faculty employees on the Faculty Committee should represent the various areas of the College. It is intended that at least one (1) member of the Faculty Committee also serve on the Committee.

3) The Committee shall be consulted on the job description and advertisements, review the list of candidates, receive advice from the Faculty Committee and any other appropriate committees, make a suitable short list, interview short listed candidates and make recommendations to the President. It is intended the Committee reach agreement on a preferred candidate but failing that, may make multiple recommendations.

For the purposes of this letter, regional managers and administrative positions in the student services area to which faculty report shall be considered instructional administrative positions.

In the case of the President, a committee of no more than four (4) faculty employees may be appointed by the Directors of the Faculty Association to

assist the Board in filling the position. This committee shall review the list of candidates and make recommendations to the Board.

The terms of this letter shall replace those in clause 4.10.2.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: SESSIONAL APPOINTMENT BEYOND THE SECOND YEAR**

The College and the Faculty Association agree that a sessional appointment may be renewed for a third year for the sole purpose of a replacement need created by a faculty member accepting a three (3) year appointment as a division chair.

The Faculty Association shall be notified in writing when a third year sessional appointment is being offered prior to the start date of the appointment.

Sessional appointments replacing faculty accepting division chair positions shall qualify for professional development time as if it was a faculty appointment.

The terms of this letter are in addition to those contained in the Collective Agreement.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: DIVISION CHAIR APPOINTMENTS AND  
RE-ESTABLISHMENT OF SENIORITY**

Effective August 1, 1991, the Faculty Association agrees to recognize bargaining unit seniority for division chair appointees equivalent to teaching assignments during the term of the appointment. Such seniority is acquired at the time the individual becomes a member of the Faculty Association normally at the completion of the appointment.

Individuals accepting a division chair appointment must notify the Faculty Association in writing within thirty (30) days of accepting the appointment, that it is their intention to seek such accumulated seniority under the terms of this letter should they become members of the Faculty Association at the completion of the appointment. Individuals seeking Faculty Association seniority shall pay the equivalent union dues, initiation fees and other assessed charges equivalent to their teaching assignments.

The terms of this letter are in addition to those in the Collective Agreement.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: SELECTION AND HIRING PROCEDURE FOR FACULTY**

The College and the Faculty Association agree the following procedures shall be used to fill full time faculty vacancies where such vacancies will not be filled by the exercising of seniority/recall rights, automatic return to faculty by division chairs and other terms of the Collective Agreement.

The College and the Faculty Association agree that while these procedures do not apply to part time vacancies, the intention is to involve faculty in selection and hiring of part time faculty as circumstances permit and as it is practical.

The College and the Faculty Association agree that from time to time special circumstances may make it necessary to modify the procedures. In such cases, the parties shall mutually agree to replacement procedures. Such circumstances may include regional campus circumstances or emergency situations.

- 1) Vacant positions shall be posted publicly as soon as they are identified.
- 2) All applications shall be dated and acknowledged and filed appropriately for the use by the Vice-President Academic, Division Chair and Coordinator.
- 3) The Vice-President Academic shall request the appropriate Division Chair to establish a Search Committee and to assume or delegate the chairing of the Committee. The Search Committee shall consist of the Coordinator of the programme and faculty selected from the programme area by the faculty of the programme area.
- 4) The Search Committee shall recommend to the Vice-President Academic, the criteria to fill the vacancy. These shall include professional qualifications, professional experience, teaching experience, college contributions, community awareness and personal attributes so far as they are applicable to the job classification in question.
- 5) The Search Committee shall compile a shortlist of candidates. The Division Chair, Coordinator and up to two faculty as a committee shall interview shortlisted candidates. The Search Committee shall make a recommendation to the Vice-President Academic of two or more names that should be considered for appointment. These may be ranked when appropriate.
- 6) All internal candidates shall be included in the shortlist of candidates. Internal candidates shall be considered those who have held a sessional or part time appointment at the College within the previous year.
- 7) Within five (5) working days, the Vice-President Academic shall advise the Search Committee if an appointment is to be made from the shortlist, and if an appointment is to be made, which candidate and the terms and conditions of the appointment. The Vice-President Academic shall advise the Search Committee of his/her reasons.
- 8) Candidates recommended under 7) may not necessarily be appointed, but normally no appointment shall be made that is not recommended by the Search Committee.



9) Applications shall have a closing date stated in the publication or advertisement.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**DATE:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: COORDINATOR RELEASE TIME**

In light of the Faculty Association's expression of concern regarding the issue of equity of Coordinator release time, the College agrees to the formation of a committee whose mandate will be to review all coordinator assignments and related release time. It is recognized that the coordinator duties vary between Divisions, and that the release time for coordinators should reflect a measure of time appropriate to the responsibilities expected. This committee shall be comprised of two (2) Faculty Association appointees, two (2) Division Chairs named by the College and shall be chaired by the Vice President - Academic. The objective of the committee shall be to ensure that job duties and release time for coordinators are applied in a fair and consistent manner throughout the College.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

**LETTER OF AGREEMENT****BETWEEN:****THE COLLEGE OF NEW CALEDONIA BOARD****AND:****FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA****RE: JOB SHARING**

The parties agree that during the term of this Agreement where a Full-Time Faculty position (excluding sessional and probationary positions) exists, it may be shared between two full-time faculty employees in accordance with the following:

- a) The affected employee shall indicate in writing the reason for the request including the workload percentage the employee wishes to share, and with whom the employee contemplated the job sharing arrangement. The request must be submitted at least four (4) months prior to the anticipated date of the commencement of job sharing. The written agreement of the employee with whom the job sharing arrangement is proposed must accompany the request.
- b) The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position. Faculty employees who engage in job sharing are expected to carry out their full share of regular faculty responsibilities on a prorated basis.
- c) Where the request is approved by the President, each employee shall be provided with a letter covering the terms and conditions of the Job Sharing arrangement.
- d) The Job Sharing arrangement shall be for a minimum period of one (1) working year unless otherwise initially agreed, and shall continue for a maximum period of two (2) calendar years.
- e) If one of the employees participating in the Job Sharing arrangement vacated his/her position the balance of the hours of work shall be assumed by the second employee in the Job Sharing arrangement for the balance of the affected working year.
- f) Each employee shall receive a salary prorated upon the workload percentage assumed.
- g) Each employee in the Job Sharing agreement shall receive vacation, preparation time, professional development time and other paid leaves of absence on a prorated basis to his/her workload percentage.
- h) Each employee in the Job Sharing agreement shall receive fully paid benefits for Medical Services Plan, Extended Health Benefits and Dental Plan (subject to carrier conditions). Other fringe benefits shall be offered (subject to carrier conditions) on a prorated basis. If the faculty employee desires full fringe benefits, he/she shall arrange to pay the College's share of the cost not covered by the prorated arrangement and the College shall continue full coverage subject to carrier conditions.
- i) At the conclusion of the Job Sharing arrangement, each faculty employee is assured of resuming at least his/her previous faculty position and duties.

- j) Other conditions not specifically mentioned herein shall be as described in the Collective Agreement. Matters not covered by the Collective Agreement shall be agreed to by the College and the employees involved.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: TRADES PROFESSIONAL DEVELOPMENT**

The parties agree to form a joint committee consisting of two appointees from each of the College and the Faculty Association respectively. The joint committee may be expanded by the mutual agreement of the parties.

The joint committee is empowered to examine all issues related to the access and use of professional development time (A.3.15) within the Trades Division. The joint committee shall report on their findings, together with any recommendations to the parties by November 30, 1993. The parties shall endeavour to reach formal agreement on any recommendations which require amendments to the Collective Agreement.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA BOARD**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**WITHOUT PREJUDICE**

**RE: VALT**

The College of New Caledonia agrees that should the Faculty Association and the Pulp, Paper and Woodworkers of Canada, Local #9 agree that VALT instructors are included as part of the Faculty Association bargaining unit, or should the Labour Relations Council make the determination, the College agrees that the workload classification (A.3.1) shall be Type 2 for both full and part-time faculty employees.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date:** \_\_\_\_\_

IN WITNESS WHEREOF the College Board has caused these presents to be sealed with the seal of the College of New Caledonia Board, Prince George, B.C. and signed by the Chairman and the Bursar of the College Board and the Faculty Association of the College of New Caledonia has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 198 .

**SIGNED, SEALED AND DELIVERED BY      SEALED WITH THE SEAL OF THE BOARD**

**THE FACULTY ASSOCIATION OF      OF THE COLLEGE OF NEW CALEDONIA**

**THE COLLEGE OF NEW CALEDONIA,      Prince George, B.C., and signed by**

**in the presence of**

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_____	_____
_____	_____