

COLLECTIVE AGREEMENT

THIS AGREEMENT, effective January 1, 1992, and entered into on
December 17, 1991

BETWEEN:

CAPILANO COLLEGE, in the Province of British Columbia,
(hereinafter called "THE COLLEGE" or "THE COLLEGE BOARD")

OF THE
FIRST PART

AND:

THE CAPILANO COLLEGE FACULTY ASSOCIATION, in the Province of British Columbia,
(hereinafter called "THE UNION")

OF THE
SECOND PART

WHEREAS the College Board is an employer within the meaning of the Industrial
Relations Act;

AND WHEREAS the Association is a Trade Union within the meaning of the said
Act and is the bargaining authority for that group of employees engaged as instructors,
instructional associates including language lab. monitors and native speakers, lab
supervisors, librarians and advisors, including division chairpersons and coordinators,
at Capilano College and its various centres;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the
other as follows:

Article 1

AGREEMENT

* 1.1

Term

This Agreement shall be binding on the respective parties from January 1, 1992 to December 31, 1994. If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

1.2

Legislation

Section 66(2) of the Industrial Relations Act shall not apply.

1.3

Contracts, Existing and Future

All faculty contracts signed prior to the signing of this Agreement shall continue in force for the term agreed upon in said contracts. Following signature of this Agreement, all its parts shall apply to such contracts.

1.4

Contracting Out

1.4.1

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

1.4.2

The parties recognize and agree that there may be special situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work otherwise normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between the parties.

1.4.3

For purposes of this article, the parties agree that the duties and responsibilities reserved to the bargaining unit do not include the conducting of non-credit programs except as provided for in 2.3.2 and 6.15. These excluded programs involve learning activities which do not fall, by nature of objectives or depth of content, within the area of post-secondary programs offered by the Academic and Career/Vocational Divisions of the College.

* 1.5 Date of Contract

Notwithstanding the provisions of 1.1 above, where this Agreement contains terms of conditions which are changed from those contained in the prior Agreement, such terms and conditions shall become effective on January 1, 1992, except where such changes are effective on the dates indicated in article 1.5.1, or on a date specified in the particular article.

* 1.5.1 The following provisions of this Agreement represent specific terms and conditions which are to be implemented on the following dates:

- 2.1.2.1 - effective August 1, 1992
- 2.1.2.2.1 (old deletion) - effective August 1, 1992
- 6.2.2.2 - effective August 1, 1992
- 6.2.2.2.1 - effective August 1, 1992
- 6.2.2.4 - effective August 1, 1992
- 6.11.1.2.2 - effective August 1, 1992
- 6.11.2 - effective August 1, 1992
- 6.11.2.1 - effective August 1, 1992
- 6.12.1.1 - effective August 1, 1992
- 7.1 - effective August 1, 1992
- 8.4.1.2 - effective August 1, 1992
- 8.4.4.1 - effective August 1, 1992
- 10.4.4.7 - effective August 1, 1992
- 11.8.6.9.1 - effective August 1, 1992

* 1.5.2 The following clauses contained in the collective agreement which expired on December 31, 1991, remain in effect until August 1, 1992.

- | | | | |
|---------|-----------|------------|---------|
| 2.1.2.1 | 2.1.2.2.1 | 6.2.2.2 | 6.2.2. |
| | | | 4 |
| 6.2.2.5 | 6.2.2.6 | 6.11.1.2.2 | 6.11.2 |
| | | | 6.11.2. |
| | | | 1 |
| | | | 6.12.1. |
| | | | 1 |
| | | | 7.1 |
| | | | 8.4.1.2 |
| 8.4.4.1 | 10.4.4.7 | 11.8.6.9.1 | |

1.6 File Information Release

1.6.1 The College shall not release information contained within individual personnel or evaluation files without the written authority of the individual employee. In the case of information, the release of which is necessary to obtain bank loans and mortgages, the employee may provide the College with prior written authorization for such release.

1.6.2 Nothing in the above provision shall restrict the College in furtherance of the proper administration of this Agreement or in the reasonable and proper conduct of the College's affairs, and shall include, but not be limited to, the supply of statistical data to the Ministry of Education or other government bodies to which it is accountable and the supply of information to other educational institutions.

Article 2

GENERAL

For purposes of this Agreement, the following shall apply:

2.1 Parties to Contract

2.1.1 Regular Employee

A regular employee is an employee appointed to one of the terms defined in 11.4.1 and 11.4.2 of this Agreement.

2.1.2 Regular Full-time Employee

* 2.1.2.1 A regular full-time employee (RFT) shall be employed at a full duty load of 8 instructional sections or the equivalent, over an academic year, but may opt for a duty load pursuant to Article 2.1.2.2.

* 2.1.2.2 Less than a full duty load may be assigned on a basis agreed between the employee, the Coordinator and the Vice President. Except as provided in article 2.1.2.2.1, less than a full duty load cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.4 is part of a duty load for the purposes of this clause.

* 2.1.2.2.1 Primary Care Giver Underload

Less than a full duty load may be assigned for up to three consecutive academic years following the birth of an employee's child. Such assignment is only available to the child's primary care giver.

2.1.2.3 Where a regular full-time employee is entitled, having received a satisfactory evaluation, to a renewal of his/her RFT appointment, such renewal must be for a full duty load assignment unless the Reduction Sequence in 11.8 is employed.

2.1.2.4 With the permission of the Union and the College, an RFT employee may convert his/her status to RPT at an appointment level agreed to in writing by the employee, the Coordinator and the Vice President. The reduction to RPT status must not result in an RPT position with an appointment level below four (4) sections.

2.1.3 Regular Part-time Employee

2.1.3.1 A regular part-time employee (RPT) shall be employed for a minimum of one half of a full duty load over an academic year. Less than this minimum duty load may be assigned on a basis agreed between the employee, the Coordinator and the Vice President.

2.1.3.2 Where a regular part-time employee is entitled, having received a satisfactory evaluation, to a renewal of his/her RPT appointment, such renewal must be for a minimum of one half of a full duty load, over an academic year, unless the Reduction Sequence in 11.8 is employed.

2.1.3.3 The parties agree that the College is under no obligation to renew RPT appointments for more than the minimum number of sections detailed above.

* 2.1.3.4 With the permission of the Union and the College, an RPT employee may reduce his/her status to a lower appointment level agreed to in writing by the employee, the Coordinator and the Vice President. The reduction must not result in an RPT position with an appointment level below four (4) sections.

2.1.4 Regular Limited Term Employee

2.1.4.1 Subject to the provisions of 11.4, a Regular Appointment, not to be governed by 11.4.1 and 11.8 may be made for the purpose of replacing an employee who has been granted a leave of absence for one year or longer, or who has been reassigned to duties in another functional area within the College. Such appointments shall not be unreasonably withheld.

2.1.4.2 Appointments made pursuant to this article are recognized as being for a limited term, the expiry of which is not subject to grievance.

2.1.4.2.1 Where a regular limited term (RLT) position carries more sections than are available to existing RPT employees, a RPT employee shall be offered the RLT position.

2.1.4.2.2 In the event that a RPT position is vacated by the operation of 2.1.4.2.1, an additional RLT position, with the same number of sections as the vacated RPT position, shall be created for the duration of the RLT position created under 2.1.4.2.1.

2.1.4.2.3 At the option of the functional area, and with the approval of the Vice President, a RLT position which is not automatically filled by a RPT employee, shall be filled after consideration of existing temporary employees only. If the position cannot be filled in this way, the normal search and selection processes shall obtain.

2.1.4.2.4 Any RLT employee who has vacated a RPT position for the purpose of assuming an RLT position is entitled upon the expiration of the RLT position to revert to his/her original RPT status. Any temporary employee who has filled a RLT position is likewise entitled to revert to temporary status upon the expiry of the RLT position.

2.1.4.2.5 If a RPT position is not reassumed as a consequence of 2.1.4.2.4, the resulting RPT vacancy shall be filled by the normal search and selection processes.

2.1.4.2.6 See also 11.4.2.

2.1.5 Temporary Employee

* 2.1.5.1 A temporary employee (TEMP) is one appointed to a contract of employment pursuant to 11.4.3 of this Agreement.

2.1.5.2 Subject to the provisions of Articles 11.7.3.5.1.1 and 11.7.3.6.1, at the option of the functional area and with

the approval of the Vice President, the search process to fill a vacant regular position shall first consider only those temporary employees who have rights to a reappointment and who also have the required subject competency and/or qualifications for the position. If the position is not filled by this search, then the normal search and selection processes shall obtain. The Vice President's approval as above mentioned shall not unreasonably be withheld.

2.1.6 Auxiliary Employee

2.1.6.1 An Auxiliary Employee is a member of the bargaining unit employed exclusively for the purposes of substitution for another employee for reasons of illness or other short-term emergency circumstances mutually agreed on between the Union and the College. The auxiliary employee's contract shall run no longer than the end of the term in which the employee is appointed.

2.1.6.2 Auxiliary employees are paid an hourly rate at Step 1 pursuant to Article 7.

* 2.1.6.3 Normal processes of appointment, evaluation and reappointment are not required for auxiliary employees.

* 2.1.7 Vice President

2.1.7.1 Where the term "Vice President" is used in the following specific articles, it shall be deemed to mean only an appropriate Vice President, Dean or a person specifically designated by a Vice President or Dean to deal with specific situations:

2.1.2	6.8.6	8.3
2.1.3	6.10	8.4
2.1.4	6.11	10.5.2
5.6	6.12	11.1
6.2.2	6.15	11.3
6.4	7.4	11.4
6.7	7.6	11.6
6.8.3	8.2	11.7

2.1.7.2 Where the term "Vice President" is used in 11.5.3.7, it shall be deemed to mean the appropriate Vice President, Dean or the Head Librarian for the job classification described in 6.5 or for special appointees within the Media Centre.

2.1.7.3 Where the term "Vice President" is used in any provision of this not listed in 2.1.7.1 above, it shall be deemed to mean and include the President, appropriate Vice President, or other administrator not in the bargaining unit, as the context may require.

2.1.8 Employer

It is understood and agreed that for all purposes of this Agreement the Board of Capilano College is the Employer of all Capilano College employees.

2.1.9 Management

It is understood and agreed that for all purposes of this Agreement the Management of the College shall be deemed to mean the Board of Capilano College collectively, and any and all of the duly appointed administrators outside of the Union's bargaining unit.

2.2 Union Representatives, Recognition of

The College shall recognize the members of the Union Executive, Stewards, members of the Mediation Committee (5.2.2), and all persons authorized to act on behalf of the Union and shall not discriminate against those persons for carrying out duties proper to those positions in a lawful manner.

2.3 Extension Programmes and Services

2.3.1 Save and except as provided for in 2.3.2 and 6.15 this Agreement does not apply within Extension Programmes and Services to any person receiving an honorarium from the College for services rendered within Extension Programmes and Services.

2.3.2 Notwithstanding the above, and recognizing that Extension Programmes and Services course, programs and activities form part of the College curriculum, the College and the Union agree to the following operating principles:

2.3.2.1 Extension Programmes and Services courses, programs and activities form part of the college curriculum and as such are subject to constraints, responsibilities, time lines, review, and standards consistent with those applied to the credit curriculum of the college. The College undertakes to provide a standard of administrative and instructional support consistent with that provided for other offerings of the college.

2.3.2.2 Those activities designated as Extension Programmes and Services which are related to the disciplines within bargaining unit work must undergo an approval process to ensure course quality and to ensure that such activities do not duplicate or supplant existing courses which compose bargaining unit work. Activities will be vetted by instructional areas and will be subject to recommendation by the Instructional Board or its successor.

2.3.2.3 For Extension Programmes and Services activities which are related to the disciplines within the bargaining unit work, the processes of staffing and assignment of duties shall be consistent with the processes specified in 11.3 and 6.8 respectively. The procedures for selection of instructors shall be consistent with that which is applicable to other offerings of the College.

2.3.2.4 The evaluation of instructors of Extension Programmes and Services activities which are related to the disciplines within bargaining unit work shall be consistent with the criteria in 11.5.2. Evaluations of Extension Programmes and Services instructors shall have effect only with respect to

reappointment to Extension Programmes and Services activities.

2.4 Terms and Interpretation

2.4.1 Terms

Except where specific definitions of words, terms of phrases are expressly provided within the specific provisions of this Agreement, the following definitions shall be used to establish the intent and meaning of the language of this Agreement:

"academic year" - shall be defined as the period from August 1st to the following July 31st.

"agreement" - means the entirety of the current collective agreement entered into between the Union and the College, including the appendices and any alteration or amendment which may from time to time be mutually agreed to by the parties and specifically incorporated into the Agreement.

* "department consultation" - means consultation by the Coordinator of a functional area with the members of that functional area in order to achieve a consensus from those members.

"discharge or dismissal" - means the bringing to an end of employment for disciplinary reasons.

"employee" - means only those employees of the College who are within the scope of the certification granted to the Union, as outlined in Article 3. An employee does not cease to be an employee by virtue of being on any authorized leave under this Agreement.

"Extension Programmes and Services" - is the successor term to define that part of the College's operation previously known as "Community Education."

"instructional term" or "academic term" - means the time from the first day of regularly-scheduled classes to the day final grades are due, a period not to exceed sixteen weeks. This period may be extended by the Vice President for the purposes of submission of final grades.

"present" - means a state of being of a fact or circumstance which existed at the time of execution of the Agreement.

"programs" - an organized and distinct group of related courses.

"sub-administrator" - shall mean the members of the bargaining unit who serve as Coordinators.

"suspension" - means the temporary removal of an employee from active employment for disciplinary reasons.

"working days" - where this phrase is used to designate a time span for purposes of giving a notice, or relative to specific action or a required response by the parties to the Agreement, it shall be taken to intend the exclusion of calendar weekends and all statutory holidays included in 9.2.

2.4.2 Interpretation

Where no specific definition of a word, term or phrase is expressly provided in this Agreement, such word, term, or phrase shall be interpreted objectively, not subjectively, and according to common and normal grammatical usage.

2.5 Consultative Model

* 2.5.1 The College supports a consultative model of administration which, through a sub-administrative structure of coordinator positions, enables the views of faculty to be known and considered with respect to educational policies, practices, and decisions made by the College. The College endorses a "collegial" working environment whereby faculty and management personnel endeavour to work collectively to serve the overall best interest and needs of the College Community. Therefore the College shall fund a reasonable number of sub-administrative release sections for coordination to be assigned pursuant to Article 11.1 in order that a collegial working environment be facilitated and that the duties and responsibilities of coordinators, as set out in Article 6.7, be properly discharged.

* 2.5.2 The Vice President will consult with a department through the Coordinator of the department.

* 2.6 The "Consultative Process"

* 2.6.1 Where the "consultative process" is referred to in this Agreement, it shall be understood to mean the following process:

2.6.1.1 A meeting to consult, to discuss and, where possible, to resolve the issue is called and the announcement of that meeting shall be issued to all who have a right to attend the meeting.

2.6.1.2 Should an employee be unable to attend the meeting, the coordinator and the employee may consult on the issue in advance of the meeting.

2.6.1.3 The results of the meeting will be communicated to the appropriate Vice President.

* 2.7 Professional Representation

The Capilano College Faculty Association is recognized as having an interest in the professional lives of its members.

Article 3

BARGAINING UNIT

- 3.1 Except where otherwise expressly provided in this Agreement, the bargaining unit shall comprise all employees included in the bargaining unit as in the Certification issued by the (then) Labour Relations Board of British Columbia in November 27, 1973. The College recognizes the Union as the sole bargaining agent for all such employees covered by the Union's certification.
- 3.2 Union Dues
- 3.2.1 The College shall deduct from all employees an amount equal to the monthly dues of the Union, upon receipt of a written assignment for this purpose from the employee (see Appendix A, "Assignment of Wages, Check-Off of Union Dues and Assessments").
- 3.2.2 No person shall be deemed to be an employee unless the letter of acceptance and aforementioned Assignment of Wages has been completed, signed and received by the College within ten (10) working days of the commencement of duties.
- 3.2.3 The College shall deduct the monthly dues as authorized following the employee's authorization. The College shall forward the collected dues, by cheque, to the Treasurer of the Union by the fifteenth of the month following the deduction.
- 3.2.4 The Union shall advise the College in writing of all dues required by the Union. The Union recognizes and agrees that the College's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law and by the valid assignment of each employee. Further, when any change is made by the Union in the amount of dues to be deducted, the College shall not be obliged to make the new deductions until the pay period following that in which written notice of the change was received.
- 3.2.5 The Union agrees that should any employee revoke his/her Assignment of Wages, the College must forthwith cease to make such deductions. The College will provide the Union with a copy of any revocation of Assignment of Wages received. Any action other than that specified in 3.2.7 taken as a consequence of such revocation shall be taken only upon the written instructions of the Union.

3.2.6 The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action taken or not taken by the College for the purposes of complying with any provision of this Article.

3.2.7 The College agrees that where an existing employee refuses to pay dues to the Union, or revokes his/her authorization, or refuses to provide such an authorization, the employee's appointment cannot be renewed or continued beyond the end of the current semester.

3.2.8 Employees are at liberty to apply to join the Union or not.

3.3 Use of College Facilities by the Union

3.3.1 Meeting space will be provided free of charge on a basis of booking priority, subject to bona fide educational requirements of the institution.

3.3.2 Subject to the bona fide educational priorities of the College, other facilities such as the use of equipment and services will be charged to the Union on the same basis as the cost of similar facilities is charged against the departments or instructional areas.

3.3.3 Instructional activities and duties shall be scheduled in a manner which ensures two two-hour periods per month, between 0900 and 1800 Monday through Thursday, being free to allow employees to attend Union meetings. The Union shall be advised of the schedule by March 1 each year.

3.4 Picket Lines

3.4.1 All employees have the right to refuse to cross a picket line which has not been declared illegal by a court or the Industrial Relations Council, which arises out of a dispute as defined in the Industrial Relations Act. An employee refusing to cross such a picket line shall not be reprimanded, penalized or dismissed for such refusal. If an employee is apprehensive for his/her personal safety there shall not be any reprimand, penalty or dismissal for failure to cross an illegal picket line.

3.4.2 Failure to cross a picket line encountered in carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action.

3.4.3 Employees should not expect to receive pay for work not performed in exercising any right given by the clause.

3.4.4 Subject to 9.10, and in the following manner, the College shall maintain benefit plan coverages (per 9.4, 9.5, and 9.9) where employees are not actively working by reason for any strike or lockout affecting the college:

3.4.4.1 for the first continuous one (1) month, based on a continuation of the contractually based premium cost ratio;

3.4.4.2 Thereafter, for so long as employees remit to the college on a monthly basis 100% of premium costs.

3.5 Duty to Notify Union of Workloads

3.5.1 The College shall provide the Union with the workload assignment for each employee within eight (8) weeks of the commencement of each term, and shall provide a revised workload assignment for each employee whose workload is changed.

* 3.5.2 The notification to the union of the workload assignment shall indicate the employee's appointment status and those individual arrangements made with an employee pursuant to the provisions contained within 2.1.2, 2.1.3, 6.2.2.1, 6.2.2.3, 6.2.2.6, 6.2.2.7, 6.8.6, 6.13, 6.14.

3.5.3 Where individual arrangements are made with an employee pursuant to the foregoing provisions, the arrangements will be confirmed in writing by the College to the employee.

3.5.4 Notwithstanding the above, the College shall provide the Union with a copy of the appointment letter for Special Appointees.

3.6 Duty to Provide Copies of Agreement

3.6.1 Within sixty (60) days of execution of the Collective Agreement the College shall provide a copy of the Agreement to each member of the bargaining unit.

3.6.2 the College shall provide a copy of the current Collective Agreement to each prospective employee at such time as the prospective employee is requested to sign the "Assignment of Wages" mentioned in 3.2.

3.6.3 The Union and the College will share equally in the cost of executing Article 3.6.1. The cost of executing Article 3.6.2 will be the sole responsibility of the College.

3.7 Financial Information

3.7.1 The College and the Union agree that, in the interests of open administration, the College will not unreasonably withhold financial information from the Union.

3.7.1.1 Without limiting the generality of the foregoing, the College will provide financial documents of public record and documentation relative to the preparation of budgets; this provision will be coincident with the provision of this documentation to internal consultative bodies.

3.7.1.2 Additional financial information requested by the Union will be provided without unreasonable delay.

3.8 Duty to Notify Union Regarding Positions

3.8.1 The College shall provide the Union with notices of all vacancies in positions within the bargaining unit as they arise, and notice of all appointments as they are made.

3.8.1.1 Notification of vacancies shall be forwarded to the union at the time of or before the publication date; notices of vacancies shall also be posted on College notice boards.

3.8.1.2 If a position is not to be filled or is not to be continued, the College shall so advise the Union with explanation.

3.8.1.3 Notification of college-wide positions to be filled by assignment or reassignment shall be given to the Union and shall be posted.

3.8.1.4.1 When release sections become available within a functional area or Division for duties other than those of the Coordinator, all members of the functional area shall be notified and shall be eligible to apply for assignments or reassignment to these sections.

* 3.8.1.4.2 The appropriate Coordinator and/or Dean shall ensure a consultative process for the assignment or reassignment of these release sections.

3.9 Waiver of Fees

* 3.9.1 Except as noted below, the College shall waive all tuition costs of credit courses taken at the College by employees, and shall waive all tuition costs of three credit-free courses taken per year at the College by all Regular employees.

* 3.9.1.1 The College shall waive all tuition costs of any non cost recoverable credit courses taken at the College by retired employees where there is a surplus capacity. The College shall determine when surplus capacity exists.

3.9.2

Nothing in the foregoing shall be construed as limiting in any fashion the College's right to cancel any course at its discretion. In the case of credit-free courses, the employee shall be entitled to the waiver only after the minimum enrolment has been met by fee payers.

Article 4

JOINT STANDING COMMITTEE

- 4.1 There shall be established for the life of this Agreement a Joint Standing Committee composed of the President of the College or his/her designate and the President of the Faculty Association or his/her designate and one additional member appointed by the College and the Faculty Association. In addition, there shall be one alternate representing each party. At each meeting of the Committee, the parties shall each designate which of their two representatives shall be their voting member for that meeting.
- 4.2 Of the two representatives representing each party, one shall be a co-chairperson and another an alternate co-chairperson. The College co-chairperson and the Faculty Association co-chairperson shall alternate in presiding over meetings.
- 4.3 The Committee may, by an affirmative vote, call upon additional persons for technical information or advice. The Committee may also establish ad hoc subcommittees as it deems necessary, and shall set guidelines and operating procedures for such subcommittees.
- 4.4 All decisions, including 4.3 above, of the Committee shall be by majority vote.
- 4.5 The Committee shall meet at the call of either party at a mutually agreeable time and place. The quorum for a meeting shall be one College representative and one Faculty Association representative.
- 4.6 The Committee shall have the power to make final and binding decisions only on matters specifically agreed to in this Agreement and on any other matters specifically referred to it by mutual agreement of the College and the Faculty Association. Where the Committee cannot agree, the matter shall be referred back to the parties.
- 4.7 The Committee shall submit recommendations to the parties on other matters specifically referred to it by mutual agreement of the College and the Faculty Association, including reviewing matters, other than grievances or complaints under statutes, relating to the maintenance of good relations between the parties.

Article 5

GRIEVANCE AND ARBITRATION

5.1 Grievance - Definition

A grievance shall be defined as any dispute or controversy between the College and the Union or between the College and one or more of its employees covered by this Agreement, in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; any matter affecting or involving employees covered by and arising out of this Agreement; or any question as to whether any matter is grievable or arbitrable.

5.2

Procedure

All grievances shall be resolved without work stoppage, and the stages will be undertaken without delay, as hereinafter provided:

5.2.1

Stage 1

5.2.1.1

Any attempt to settle any difference shall be made by discussion between the grieving party and the party grieved against. This stage shall not exceed seven (7) calendar days and shall be commenced within thirty (30) calendar days after the cause of difference. An individual employee must be accompanied by a Union representative in the conduct of his/her grievance. At the grievor's option, the Union representative may be a member of the Union's executive or a Union steward.

* 5.2.1.2

Stage I for Group, Union and Policy grievances shall be a referral to the Joint Standing Committee. The time limit for initiating a Group, Union or Policy grievance shall be ninety (90) working days after the cause of the difference. The days after May 31 and before September 1 shall not be counted as part of the working days for the purposes of applying the time limits in a Group, Union or Policy grievance. This stage shall not exceed fourteen (14) calendar days.

5.2.2 Stage II

5.2.2.1 If Stage I fails to resolve the grievance, the grievance may be referred to the Mediation Committee in writing by any party. The purpose of the Committee is to resolve the grievance to the satisfaction of both parties. To this end, the Committee shall bring the parties together and shall actively pursue possible compromises without jeopardizing the rights of any solutions or parties under the Agreement. This stage shall not exceed fourteen (14) calendar days from the date of referral.

5.2.2.2 An individual employee must be accompanied by a Union representative in the conduct of his/her grievance. At the Grievor's option, the Union representative may be a member of the Union's executive or a Union steward.

5.2.2.3 The Mediation Committee shall consist of two (2) nominees of the President and two (2) nominees of the Union. The Committee shall state its findings in writing to the grievor and shall include the positions of the majority and the minority where applicable. The Committee's findings shall not be binding on any party to the grievance.

5.2.3 Stage III

5.2.3.1 If Stage II fails, the grievance may be referred by either party to this Agreement to the President of the Union or his/her delegate and to the President or his/her delegate who shall endeavour to settle the grievance. If such reference is made, the grieving party shall present them a statement in writing to what the party considers the grievance to be. This stage shall not exceed seven (7) calendar days and shall conclude with a brief written statement or statements of position.

5.2.3.2 For the purposes of Stage III, the referral must be initiated by the Union on behalf of the employee.

5.2.4 Stage IV

5.2.4.1 If a resolution of the grievance has not been accomplished by the conclusion of Stage III, either party to the Agreement may elect to settle the dispute by arbitration. An individual employee may not refer a matter to arbitration.

5.2.4.2 In such cases, the party shall notify the other party of its intention to submit the matter to arbitration by sending, via registered mail, the questions it will submit to arbitration to both the arbitrator and the other party.

5.3 Arbitration

5.3.1 Arbitrators

* 5.3.1.1 The arbitration shall consist of a single arbitrator selected by the agreement between the parties. The arbitrator shall be selected on a rotational basis, depending on availability, from the following list of "Arbitrators and Appeal Board Chairpersons":

Stephen Kelleher
Lynn Smith
Mark Thompson
Emily Burke

5.3.1.2 The decision of the Arbitrator, to be made in writing, shall be final and binding on both parties. This decision shall be made and transmitted to both parties within twenty-one (21) calendar days from the completion of the arbitration hearings.

5.3.2 Expenses of Arbitration

Each party shall pay its own expenses and costs of arbitration; the remuneration and disbursements of the Arbitrator, and of stenographic and other expenses of the Arbitration Board, shall be divided equally between the Union and the College.

5.4 Time Limits

5.4.1 The party wishing to advance the grievance to a succeeding step shall do so by notifying the other party in writing. The time limits applicable to such notices are as follows:

5.4.1.1 From Stage I to Stage II -
Not later than seven (7) calendar days from the expiration of the previous stage.

5.4.1.2 From Stage II to Stage III -
Not later than fourteen (14) calendar days from the expiration of the previous stage.

5.4.1.3 From Stage III to Stage IV -
Not later than fourteen (14) calendar days from the expiration of the previous stage.

5.4.2 The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.

5.4.3 The time limits prescribed for the performance of any step in the Grievance Procedure must be adhered to by all parties to this Agreement and may be extended by mutual agreement between the Union and the College.

5.4.4 If a grievance has not been resolved within the time period specified for any step of the Grievance Procedure and the time limit has not been extended by mutual agreement, the grievance shall proceed immediately to the next step in the Grievance Procedure by delivery of the notice specified in 5.4 above.

5.5 Written References and Statements

Written references of the grievance from one stage to another and statements and replies thereto are without prejudice in any arbitration of the issue.

5.6 Handling Of and Participation In Grievances and Arbitrations

5.6.1 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 Coordinator and Vice President. Such permission shall not be unreasonably withheld. Time spent in the handling of, or participation in, grievances or arbitrations shall be considered time worked.

5.6.2 The provisions of 5.6.1 apply only to those members expressly identified as being involved in and integral to the procedures of Grievance and Arbitration, including witnesses.

Article 6 EMPLOYEES: CLASSIFICATION, DUTIES, RESPONSIBILITIES, WORKLOAD, RIGHTS, PROFESSIONAL DEVELOPMENT

6.1 Counsellors

6.1.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Counsellor:

- 6.1.1.1 Perform individual vocational, academic, personal and group counselling with:
 - 6.1.1.1.1 all students who seek assistance;
 - 6.1.1.1.2 students referred by College staff, employees, administrators and other students;
 - 6.1.1.1.3 members of the community.
- 6.1.1.2 Provide vocational and academic information to students, staff and employees within the College and to secondary school students in the College District.
- 6.1.1.3 Identify the need of individual students and advise and/or arrange for an appropriate referral as circumstances require.
- 6.1.1.4 Conduct various group counselling programs.
- 6.1.1.5 Counsel referrals from instructors or admission staff during pre-registration.
- 6.1.1.6 Professional development.
- 6.1.1.7 Undertake assignments during day and/or evening hours in Lynnmour and non-Lynnmour locations as part of the normal counselling duties.
- 6.1.1.8 Fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.1.1.9 Other functions and responsibilities ancillary to the above as assigned.

6.1.2 Workload

Counsellors shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development.

6.2 Instructors

6.2.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of instructors:

6.2.1.1 To teach within their areas of competency, the subject matter and/or skills required in College programs.

6.2.1.2 To be available to students for consultation and/or discussion outside of classroom hours.

6.2.1.3 To undertake scheduled instructional assignments, course and program preparation, student tutorials, marking, assessing, and advising.

6.2.1.4 To make such evaluation and/or appraisals of students as may be required, using only such criteria as are relevant to the course objectives, and to keep any records required for this purpose.

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

6.2.1.6 To recommend library and other acquisitions and/or where appropriate, to ensure the maintenance of inventory, equipment, or laboratory facilities at an appropriate standard.

6.2.1.7 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.

6.2.1.8 To undertake assignments during day and/or evening classes in Lynnmour and non-Lynnmour locations as part of the regular teaching load.

6.2.1.9 Other functions and responsibilities ancillary to the above as assigned.

6.2.2 Workload

6.2.2.1 Number of Students

* 6.2.2.1.1 Except as herein provided, Instructors shall have no more than an average of thirty-five (35) students per instructional section, averaged over all sections assigned to the instructor, at any time.

6.2.2.1.2 The parties agree that every effort will be made to eliminate overload arrangements which require an Instructor to have more than the maximum average number of students provided herein. Where an overload arrangement is necessary, the arrangements must be agreeable to the Instructor, the Coordinator and the Vice President. Such arrangements may or may not include an agreement that the student overload will be compensated. The College will not be liable for any overload payments to instructors unless a specific agreement to make such payments has been made by the Vice President in advance of the overload occurring. An instructor may not admit overload students without the prior approval of the Vice President.

6.2.2.1.3 Where overload arrangements are made pursuant to this Article, Instructors with less than a normal section duty load will be compensated as set out in (6.2.2.1.3.1) below up to a normal duty load after which any excess must be banked as per 6.11 and 6.12; Instructors with a normal section duty load will be compensated as set out in (6.2.2.1.3.2) below. In both cases, the overload compensation will be calculated on the basis of a monthly audit of the number of students which the Instructor had during that month.

6.2.2.1.3.1 For each month of the overload, the stipend is computed as follows:

$$\text{Stipend} = \frac{\text{Salary per section per term}}{4} \times \left(\frac{4}{5} \times \frac{2N}{35} \right)$$

where N is the number of students over the allowed maximum. The accumulated stipend will be paid at the end of the academic term.

6.2.2.1.3.2

For each month of the overload, the section equivalency is computed as follows:

$$\text{Section equivalency} = \frac{1}{4} \times \left(4 \times \frac{2N}{35} \right)$$

where N is the number of students over the allowed maximum. The accumulated section equivalency is banked or paid per 6.11 and 6.12 at the end of the academic term.

* 6.2.2.2

Scheduled Hours

Except where otherwise specifically provided in this Agreement, an Instructor's scheduled hours shall not exceed four (4) scheduled student contact hours per section and one and one half (1.5) office hours per section. A department or functional area may, with the agreement of the Vice President, opt for the conversion of one (1) hour of the scheduled student contact hours per section to other scheduled instructional activities appropriate to the course being taught. Such hours may be combined to provide one or more longer periods for those activities.

* 6.2.2.2.1

Scheduled Hours A.B.E.

Notwithstanding 6.2.2.2, in the generic area of Adult Basic Education it may be necessary that the one and one half (1.5) office hours per section be converted to additional scheduled student contact hours per week. Such conversion will be undertaken in consultation with the department in order that a reasonable number of office hours may be provided. If agreement is not reached, the Vice President will make a final determination as to the need.

6.2.2.3

Scheduled Student-Contact Hours

6.2.2.3.1

One scheduled student contact hour is defined to be:

6.2.2.3.1.1

one hour scheduled in the College's course timetable for the primary purpose of direct instruction in the subject matter of an approved course; or

6.2.2.3.1.2

two laboratory or like hours, the primary purpose of which is not direct instruction of the student in the subject matter of an approved course.

6.2.2.3.2 Where agreement cannot be reached on the appropriate definition as it applies to existing or new programs or courses, the appropriate student contact hour, not less than 6.2.2.3.1.1 above and not more than 6.2.2.3.1.2 above, shall be referred to the Equivalent Workload Committee.

* 6.2.2.4 Vocational Programs - general

The normal duty load for an instructor with a full-time assignment in any vocational curriculum save for the vocational curriculum within the generic areas of Business Management, Office Administration, Health/Nursing, Adult Basic Education, and Media Resources, shall be limited as follows:

the number of sch per section is capped at 2240;
the number of sch for a full workload is capped at 17,920;
the number of contact hours is capped at 24 per week;
the number of contact hours for a full workload is capped at 936 per year;
the number of instructional weeks is capped at 39 per year;
the number of students is capped at 35 per section.

* 6.2.2.5 Special and equivalent workload

Special and equivalent workload arrangements may be made, if agreeable to the Instructor, Coordinator and Vice President, only in accordance with the Collective Agreement.

6.2.2.6 Course and Program Preparation

6.2.2.6.1 The development of new programs and modes of delivery shall be part of workload. An employee requested to commence teaching a new course or program without adequate preparation time shall have recourse to the provisions for reassignment of duties (6.8.6) and the Equivalent Workload Committee (6.10).

6.2.2.6.2 No Instructor shall have more than three (3) different course preparations per term, unless arrangements satisfactory to the Instructor, Coordinator and the appropriate Vice President are made.

6.2.2.7 Independent Study and Exceptional Sections

6.2.2.7.1 In cases of independent study or exceptional sections, a special salary formula pertains.

6.2.2.7.2 Exceptional sections are additional sections offered by the College to enable a small number of students to complete courses necessary to their program. These sections shall not enrol more than six (6) students per section. Such sections and their manner of delivery may be arranged with the agreement of the Vice President, Coordinator and employee involved.

6.2.2.7.3 An independent study course is a special course tailored to permit an individual student to pursue specific in-depth studies under the supervision and instruction of an Instructor. Such courses and their manner of delivery may be arranged with agreement of the Vice President, Coordinator and employee involved. Instructors shall not supervise more than one (1) Independent Study course per term.

6.2.2.7.4 The amount of compensation for these sections will be computed by either of the following formulas, depending upon whether compensation is paid or section equivalent banked;

$$\text{Stipend in dollars} = \frac{S}{5} + \frac{(4S \times X)}{(5 \times 22)}$$

or

$$\text{Section equivalent} = 0.2 + 0.8 \frac{X}{22}$$

where:

S = salary rate in accordance with the appropriate step for the Instructor.

X = number of students in section.

6.3 Instructional Associates

6.3.1 Conversation Monitor (Native Speaker)

6.3.1.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Native Speaker:

6.3.1.1.1 To instruct within their areas of competency the subject matter and/or skills required in College programs.

6.3.1.1.2 To direct conversation seminars, developing student confidence in the oral-aural use of the language.

6.3.1.1.3 To undertake the necessary preparation for conducting conversation seminars.

- 6.3.1.1.4 To make evaluations and/or appraisals of students as required and to keep any records required for this purpose.
- 6.3.1.1.5 To be available for consultation and/or discussion outside of classroom hours.
- 6.3.1.1.6 To maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
- 6.3.1.1.7 To support instructors in development of courses and preparation of course materials and to provide for students, in liaison with instructors, outlines for conversation seminars under their jurisdiction.
- 6.3.1.1.8 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.3.1.1.9 To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
- 6.3.1.1.10 To conduct field trips as required.
- 6.3.1.1.11 Ancillary duties.

6.3.2 Language Lab. Monitor

6.3.2.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Language Lab. Monitor:

- 6.3.2.1.1 To conduct language labs, developing student confidence in the oral-aural use of the language.

- 6.3.2.1.2 To instruct within their areas of competency the subject matter and/or skills required in College programs.
- 6.3.2.1.3 To mark lab books or other assignments as required and to keep any records required for this purpose.
- 6.3.2.1.4 To make such evaluation and/or appraisals of students as may be required using only such criteria as are relevant to the course objectives, and to keep any records required for this purpose.
- 6.3.2.1.5 To demonstrate lab. techniques and the correct use of equipment to students.
- 6.3.2.1.6 To be available for consultation and/or discussion outside of classroom hours.
- 6.3.2.1.7 To maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
- 6.3.2.1.8 To support instructors in development of courses and preparation of course materials and to provide for students, in liaison with instructors, outlines for lab seminars under their jurisdiction.
- 6.3.2.1.9 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.3.2.1.10 To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.
- 6.3.2.1.11 To conduct field trips as required.
- 6.3.2.1.12 Ancillary duties related to the above.

6.3.3

Workload

Instructional Associates shall have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of twenty-five (25) scheduled duty hours with the remaining hours to be for associated duties. At the beginning of each term and not later than three (3) weeks after the commencement of classes, the number of students as well as the combination of the Instructional Associates' hours and their associated duties will be assigned after consultation between the individual employee, the Coordinator and the Vice President. In cases of dispute, the Vice President may assign the duties. In the event that for any reason it is necessary to change the assignment of duties to a specific Instructional Associate, such reassignment must be discussed with the employee's Coordinator and the Vice President, with the intent of settling the reassignment by consent. The Vice President may make the reassignment and the employee may grieve the reassignment.

6.4A

Private Music Instructors

6.4A.1

Duties and Responsibilities

6.4A.1.1

To conduct private music lessons for individual students.

6.4A.1.2

To undertake the necessary preparation for conducting such private music lessons.

6.4A.1.3

To participate in student performance evaluations and appraisals including juried evaluations of students.

6.4A.1.4

To undertake assignments to day and/or evening classes, including weekends in Lynnmour and non-Lynnmour locations as part of the regular load.

6.4A.1.5

To maintain competence and qualifications in appropriate fields of study and update skills and techniques in these fields.

6.4A.1.6

To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.

6.4A.2 Workload

6.4A.2.1 Private Music Instructors shall be assigned on an hourly basis as commensurate with their expertise. For the purpose of juried evaluations of students, each hour of assignment shall be counted as three-quarters of an hour.

* 6.4A.2.2 For the purposes of defining a duty load, seniority, severance, scale advancement and step placement, one hundred (100) hours of private music instruction shall equal one section. This ratio shall apply to any employee who undertakes private music instruction regardless of their job classification or appointment status.

* 6.4 Laboratory Supervisors

6.4.1 Duties and Responsibilities

6.4.1.1 Laboratory Supervisors will provide practical and applied knowledge and skills derivative to the content of courses to which the laboratory sessions are intended to relate. Laboratory Supervisors will not be required to present new course material which is the primary responsibility of an instructor of a course.

6.4.1.2 The following functions, under the delegated authority of the Coordinator, are included in the duties and responsibilities of a Lab Supervisor.

6.4.1.2.1 To supervise and organize a laboratory.

6.4.1.2.2 To instruct where assigned, and within their areas of competency, the subject matter and/or techniques and skills required in the laboratory portion of the college programs.

6.4.1.2.3 When required, to recommend and develop, in consultation with the instructor, materials and/or subject matter for the laboratory portion of the courses.

6.4.1.2.4 To provide, where applicable, assistance to and work with instructors in the operation of assigned laboratory sessions.

- 6.4.1.2.5 To maintain competence in the appropriate fields of study and to update skills and techniques in these fields.
- 6.4.1.2.6 To make evaluations and/or appraisals of students as may be required, using only such criteria as are relevant to the course objectives and to keep any records required for this purpose.
- 6.4.1.2.7 To conduct or assist on field trips where assigned.
- 6.4.1.2.8 To supervise the work of technicians.
- 6.4.1.2.9 To recommend library and other acquisitions such as operating and capital items pertaining to the operations of the labs.
- 6.4.1.2.10 To fulfil individual and/or collective responsibilities in furthering the aims and objectives of the College.
- 6.4.1.2.11 Other functions and responsibilities ancillary to the above as assigned.

6.4.2 Workload

- 6.4.2.1 Laboratory Supervisors shall have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of twenty-five (25) scheduled duty hours with the remaining hours to be for associated duties.
- 6.4.2.2 Temporary Laboratory supervisors shall have an assignment of the maximum number of duty hours possible, commensurate with their expertise and the requirements of the functional area. These hours should be assigned in blocks of at least two (2) consecutive hours in any duty day. Assignments under this section shall be made on the basis of section equivalents.
- 6.4.2.3 At the beginning of each term, the combination of lab supervisory contact hours, preparation and marking duties will be assigned after consultation between the individual employee and the Coordinator, and is subject to the approval of the Vice President.

* 6.4.2.4 Laboratory Supervisors shall have no more than a maximum average of thirty-five (35) students per laboratory class, averaged over all laboratory classes assigned to the laboratory supervisor, at any time. The safety of the employee and/or students will be a factor in determining class size.

6.5 Librarians

6.5.1 Duties and Responsibilities

The following functions are included in the duties and responsibilities of a Librarian:

6.5.1.1 Professional services to employees and students in areas of library orientation, information and references, collection building, processing and bibliography, and library development with a view to the provision of effective learning supports to the college community.

6.5.1.2 To maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.

6.5.2 Workload

Librarians shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development. Their duties shall be scheduled as in 6.8.

6.6 Special Positions and Special Appointees

6.6.1 Special Positions

6.6.1.1 Where it is necessary to establish positions for which the duties and responsibilities fall within the scope of the certification granted to the Union but do not include duties and responsibilities of other classifications of employees listed in Article 6, the positions may be established only after consultation with the Union. The Union shall be consulted on the duties and responsibilities of the positions, on the criteria for evaluation (11.5.2 to the extent that it is applicable), on professional development responsibilities, on workload and hours of work, and on related terms and conditions of the positions.

The Union shall notify the College within fourteen (14) days of its agreement or disagreement with the establishment of special positions. The establishment of a special position may be grieved by the Union.

6.6.1.2 Special Positions may be filled in either of the following ways:

6.6.1.2.1 By assignment or reassignment of duties (of current members of the bargaining unit) after notice of the position (3.8) has been posted.

6.6.1.2.2 By appointment. In such cases, the normal appointment, evaluation, and reappointment processes shall apply.

6.6.1.3 Special Positions shall be eligible for regularization (11.7).

6.6.2 Special Appointees

6.6.2.1 Employees filling special positions are Special Appointees and have all rights, privileges, and prerogatives of all other members of the bargaining unit. Employees appointed, assigned or reassigned to such positions shall have their duties and responsibilities outlined and the basis of their evaluation indicated in their letters of appointment or in the identification of their assignment/reassignment.

6.6.2.2 Conditions of employment (seniority, placement, benefits, workload, professional development, reduction, etc.) for Special Appointees shall be consistent with those for other members of the bargaining unit.

6.6.2.3 The criteria for the evaluation of Special Appointees shall be as indicated in 11.5.2 as applicable to the duties and responsibilities of the Special Position. The evaluation of Special Appointees shall be limited to the requirements of the Special Position and shall have no bearing on any other position previously held by the Special Appointee.

6.6.2.4 In the event of reduction (11.8), the seniority of a Special Appointee shall be calculated from the employee's primary appointment, and the Special Appointee shall have the right to return to his/her primary appointment.

6.6.3 Workload

Special Appointees shall have a maximum scheduled duty period of thirty-five (35) hours per week, inclusive of time for professional development. Their duties shall be scheduled as in 6.8.

6.7 Coordinators

6.7.1 Definition

6.7.1.1 The duties and responsibilities of Coordinators include sub-administrative functions for which they report to the Vice President on behalf of the functional area. Coordinators perform a liaison function with the employees of the functional area and with the Vice President in the performance of their duties and responsibilities.

6.7.1.2 The parties recognize that different forms for organizing these functions have evolved within the College, to the mutual satisfaction of the Vice Presidents and the functional areas concerned. This tradition may continue and is the proper concern of the Vice Presidents and functional areas.

* 6.7.1.3 This Agreement often refers to functions to be performed by "the Coordinator". Any duties required of Coordinators in accordance with the provisions of this Agreement will be assigned to specific Coordinators to the satisfaction, wherever possible, of the parties immediately concerned.

6.7.1.4 The term "Coordinator" shall not be used to describe employees other than those performing the functions within 6.7.

6.7.2 Duties and Responsibilities

Coordinators are members of the bargaining unit appointed to perform a range of functions in the college which include the following:

6.7.2.1 To assist employees in the carrying out of their college assignments.

6.7.2.2 To coordinate matters internal to functional areas.

6.7.2.3 To represent functional areas in relations with other parts of the college.

6.7.2.4 To participate in matters concerning personnel selection and evaluation.

* 6.7.2.5 To ensure a consultative process for the assignment of duties within the coordinated area after full consultation with employees of the functional area.

6.7.2.6 To advise and assist the Vice President in budget expenditures and the day-to-day administration of the College's educational program.

- 6.7.2.7 Where appropriate to a program's objectives, to maintain contacts with the appropriate business, industry or agency to assist with the placement of students in "on-the-job" (practicum) experience.
- 6.7.2.8 Where appropriate to a program's objectives, to assist students to secure employment.
- 6.7.2.9 To ensure that accurate inventories and ongoing maintenance schedules are maintained.
- 6.7.2.10 Coordinators are not required to advise on and interpret the Collective Agreement.

6.7.3 Workload

- 6.7.3.1 The combined instructional and coordinating duties of an employee should not result in a demonstrable workload which is in excess of the total of the duties performed in an equivalent instructional workload.
- 6.7.3.2 A Coordinator may have his/her workload referred to an Equivalent Workload Committee established under 6.10 of this Agreement.

6.8 Duties, Assignment of

- 6.8.1 All employees shall be considered to be on duty unless absent in accordance with the provisions of this Agreement.
- * 6.8.2 There will be not more than five (5) days of scheduled duty per calendar week. Employees are entitled to two (2) consecutive days per week free of scheduled duties.

- 6.8.3 Except during vacation periods and on non-duty days, employees carrying a full duty load shall not take other employment, consulting or teaching activity, for remuneration, nor shall they enrol as a fulltime student in a program of studies that requires attendance at classes in excess of ten (10) hours per week, except with the prior written consent of the appropriate Vice President. Such consent shall not be unreasonably withheld.
- 6.8.4 The establishment of the assignments and related duties, responsibilities and schedules (including office hours and vacation) of employees is the responsibility of the employees' Coordinator (6.7.2.5), and is subject to the approval of the Vice President.
- * 6.8.5 The employees must be advised of their assignment of duties and responsibilities for each term no later than thirty (30) days before their assignment is to begin.
- 6.8.6 In the event that for any reason it is necessary to change the assignment of duties to a specific employee, such re-assignment must be discussed with the employee, the employee's Coordinator, and the Vice President, with the intent of settling the re-assignment by consent. Where such discussions do not settle the re-assignment by consent, then the Vice President may make the re-assignment and the employee may grieve the re-assignment.
- 6.8.7 In the event of special program funding, assignments of duties, as above, shall be made within thirty (30) days of the College receiving the written confirmation of the program funding allocation.
- 6.8.8 An employee may be assigned to work at any one location of the College. An employee cannot demand and the College cannot insist that an employee be assigned to work concurrently in more than one location of the College. For the purposes of this article, the locations of the College shall be deemed to be:
- Lynn timer (all sites within North Vancouver, West Vancouver, Vancouver and Burnaby)
 - Sechelt
 - Squamish
 - Pemberton.
- An employee cannot demand and the College cannot insist that an employee be assigned to work concurrently at more than two sites within the Lynn timer location.
- 6.8.9 Any employee assigned to duties to be performed wholly or in part, after 2000 hours will not be reassigned duties commencing before 1100 hours the following day. This provision may be waived in writing by the employee and the Vice President.
- 6.8.10 A period of twelve (12) consecutive hours must elapse between the completion of an employee's duties on one working day and the commencement of duties on the following day, unless this provision is waived in writing by the employee.

6.8.11 Duties, excluding scheduled office hours and meetings, assigned to an employee on any one working day shall be scheduled within a ten (10) hour consecutive period, unless this provision is waived in writing by the employee.

* 6.8.12 An employee may not perform duties exceeding five (5) sections or section equivalents in any term, unless this provision is waived in writing by the employee, the Coordinator, and the Vice President.

6.8.13 An employee who has been placed on scale for any bargaining unit work and who is assigned work in an employee classification for which an increased scale applies, shall be placed on that scale according to the criteria contained in 8.1 and paid pro rata to the amount of work assigned.

6.8.14 When an employee is assigned work in two or more job classifications during the term in which he/she is assigned coordinator duties, the highest salary schedule of the two or more job classifications shall apply to the coordinator duties.

6.9 Professional Development

6.9.1 The College encourages employees to maintain current contacts with their discipline areas, and to improve and expand their effectiveness and awareness of the many facets of the College.

- 6.9.2 Employees in categories 6.9.4.1 and 6.9.4.2 shall submit to their Coordinators and Vice President for approval, and employees in category 6.9.4.3 may apply for approval, written proposals for professional development activities. At the end of the professional development period, the employee will report in writing to the Coordinator and the Vice President on his/her professional achievements during the professional development period. Nothing in this article is to be construed as limiting professional development activity to the amounts of time indicated below.
- 6.9.3 Upon recommendation of the appropriate Coordinator, and with the approval of the Vice President, approved professional development activities may be conducted at any time during the academic year. Such recommendation and approval shall not be unreasonably withheld.
- 6.9.4.1 Instructors with a full load shall have two calendar months annually for professional development activities which may include committee assignments, course planning and other assigned and non-instructional duties.
- 6.9.4.2 Counsellors, Librarians and Special appointees with a full duty load shall normally have one calendar month of professional development activities scheduled in a single block of time and an equivalent amount of time booked throughout the remaining duty period. Such activities may include committee assignments, preparation, planning and other activities.
- 6.9.4.3 Other employees are encouraged to maintain competence and qualifications in their appropriate fields of study and to update skills and techniques in these fields. These employees may apply for professional development time as above.
- 6.9.4.4 Employees with partial loads will be responsible for pro rata professional development activities consistent with their assignments of duties and employees with duties in more than one classification shall have their professional development entitlements pro-rated consistent with their assignments.

6.10 Equivalent Workload Committee

6.10.1 The College and the Union recognize that situations may occur in which new and different kinds of work are developed which are qualitatively different from those presently recognized in the College. Because of this, as well as for other reasons, disputes may arise as to what accumulation of duties constitutes a normal duty load (or some fraction thereof) under this Agreement. When such disputes arise, they shall be submitted to an Equivalent Workload Committee, which shall consist of two (2) nominees of the Union, and two (2) persons nominated by the President or his/her designate. The Committee shall name its own voting chairperson.

6.10.2 The Committee shall attempt to determine the appropriate number and combination of duty hours - instructional duty, laboratory supervision, and supervising - required for a normal duty load for each instructional assignment. If it can reach consensus, it will make a recommendation to the President, and if there is no consensus it may make more than one recommendation to the President. The Committee's recommendation(s) shall be advisory only and may indicate that a proposed assignment constitutes a normal duty load or more or less than a normal duty load (or fraction thereof).

6.10.3 The procedures and provisions related to the Equivalent Workload Committee are not intended to supplant or infringe upon other provisions of the agreement.

6.10.4 A matter may be brought to the Equivalent Workload Committee by the Union or the Vice President.

6.11 Work Overload

6.11.1 No employee may accept more than the equivalent of a full instructional contact load or a full duty load as specified in this Agreement, with the following exceptions:

6.11.1.1 A full load may be worked by different combinations of scheduled duties in two consecutive terms so long as the average of weekly loads in the two terms is not more than the full weekly load specified in the Agreement.

- 6.11.1.2 By agreement between the employee, the employee's Coordinator and the Vice President, a full workload may be worked by different combinations of scheduled duties in consecutive years so long as the following conditions are met:
- 6.11.1.2.1 the average of the weekly loads is not more than the full weekly load specified in the Agreement; and
- * 6.11.1.2.2 not more than nine point five (9.5) sections or equivalent is the total workload in any one academic year; and
- 6.11.1.2.3 no temporary or regular part-time employee's aggregate normal workload is reduced as a consequence of the averaging.
- 6.11.1.3 The term "normal" as used in 6.11.1.2.3 shall be the aggregate workload of the previous academic year. Where the Temporary or Regular Part-time employee has not been employed in the previous academic year, his/her normal workload will be deemed to be twice his/her fall term workload up to a maximum of a full duty load, or, if assigned only in the spring term or only in the summer term, his/her normal workload will be deemed to be the spring workload or summer workload, respectively; or, if assigned in more than one term, his/her normal workload will be deemed to be the aggregate workload of those terms up to a maximum of a full duty load.
- * 6.11.2 Circumstances may arise which make it reasonable for the College to request an employee, over the course of an academic year, to perform duties in excess of a full duty load. Excepting those circumstances noted in 6.11.2.5, this shall not exceed nine point five (9.5) sections or its equivalent during that academic year. Workloads arising from those circumstances noted in 6.11.2.5 may not cause the total workload to exceed ten (10) sections.
- * 6.11.2.1 In all circumstances except those noted in 6.11.2.5, where employees are to work in excess of 8.5 sections the College shall provide the Union with information to the Union's satisfaction that such an overload has not caused any temporary or regular part-time employee to have a reduction in his/her previous normal workload.
- 6.11.2.2 No workload in excess of the full workload will commence until this section has been complied with.
- 6.11.2.3 For the purpose of administering 6.11.2.1, the term "normal" shall be the aggregate workload of the previous academic year. Where the Temporary or Regular Part-time employee has not been employed in the previous academic year, his/her normal workload will be deemed to be twice his/her fall term workload up to a maximum of a full duty load, or, if assigned only in the spring term or only in

the summer term, his/her normal workload will be deemed to be the spring workload or summer workload respectively; or, if assigned in more than one term, his/her normal workload will be deemed to be the aggregate workload of those terms up to a maximum of a full duty load.

6.11.2.4 At the option of the employee, work overloads may be paid on scale (cf 7.3) or banked (cf 6.12).

6.11.2.5 Where an overload induced by the following circumstances does not exceed an aggregate of 0.5 sections overload in any academic year, provisions to comply with 6.11.2.1 shall not be required:

- Student overloads per 6.11.4
- Emergency transfers per 6.13
- Substitution per 6.14
- Assignment to Extension Programmes and Services as part of workload per 6.15.
- Travel time per 7.7.

6.11.3 Instructors with full loads may be requested by the College to instruct independent study students or exceptional sections, pursuant to 6.2.2.7.

6.11.4 Student overload arrangements may be made pursuant to 6.2.2.1.

6.11.5 An employee with a full duty load may be requested to substitute for another employee temporarily absent. When:

6.11.5.1 such substitution occurs over a period of one (1) calendar week or more, or

6.11.5.2 the substitution has occurred intermittently yet is such that the substituting employee has effectively undertaken the responsibilities of the absent employee,

such substitution shall be considered an overload under this Agreement.

6.11.6 Travelling time as calculated under 7.7 of this Agreement may be worked as an overload under this Agreement.

6.11.7 In all these exceptional cases, (6.11.3 through 6.11.5), assignments shall be by agreement between the employee, the Coordinator and the Vice President. Overloads shall be calculated according to the relevant sections of this Agreement, and shall be compensated pursuant to 6.12.

* 6.11.8 No employee may be required to teach in more than two (2) terms per year. In offering a regular appointment to an employee, the College agrees to provide the duty of the instructional load stipulated in the offer of appointment, within those two (2) terms. (See 11.4.3.3.2 and 11.4.2.3).

6.11.9 Notwithstanding 6.11.8, the number of instructional weeks in any academic year for the vocational generic areas of Business Management, Office Administration, Health/Nursing, Media Resources, and A.B.E. shall be extended to a maximum of thirty-six (36) weeks for bona fide curriculum or workload scheduling requirements as

determined by the College in consultation with the department or area.

6.11.10 Notwithstanding 6.11.9, the number of instructional weeks in an academic year for the vocational generic area of Early Childhood Education shall not exceed forty-one (41) weeks.

6.11.11 In departments which offer their programmes on a twelve (12) month basis, an employee may accept an assignment to perform duties over a twelve (12) month period. Such an assignment will be followed by at least some portion of the accumulated professional development and vacation, the amount of time to be agreeable to the employee, Coordinator and the Vice President. In no case will the employee carry forward accumulated professional development and vacation beyond two terms beginning at the end of the term in which the duties were performed.

6.12 Banking

6.12.1 For the purposes of accommodating those situations set out in 6.11, an employee who chooses to bank his/her overload shall have the time and remuneration beyond that associated with a normal duty load or its equivalent accumulated as its equivalent in sections.

* 6.12.1.1 An employee may accumulate up to 8 sections or its equivalent before payout or an underload will be required. Within the year following the bank reaching the 8 section limit, an employee must work as though on an underload of 8 sections or take the equivalent amount of remuneration.

6.12.1.2 Any underloads worked in accordance with this Agreement will be applied against the employee's bank first, any remaining net underload may, by agreement between the employee, his/her Coordinator and the appropriate Vice President, be taken as a reduced load or averaged in accordance with 6.11.1.

6.12.1.3 An employee is not deemed to have worked a banked section until the end of the term in which the underload occurs or a cash payment is made.

6.12.1.4 A cash payment will also occur when an employee resigns or is not offered a further contract.

* 6.12.1.5 The cash equivalent of the bank being paid to an employee shall be calculated according to the remuneration which would be received by that employee for that work at the time of payout.

6.13 Emergency Transfers

In case of emergency an employee may be assigned to duties outside his/her job classification for a period of up to three (3) weeks. The Vice President will report such assignment to the Union. The question of what constitutes an emergency and whether an assignment is outside the

ordinary and proper scope of the employee's duties may be grieved.

6.14 Substitution

6.14.1 Substitution for reasons of an employee's illness, or for emergency circumstances of less than five (5) days, or for other short-term emergency circumstances mutually agreed on between the Union and the College may be provided for in any of the following ways:

6.14.1.1 A Regular or Temporary employee with less than a full duty load.

6.14.1.2 An employee with a full duty load pursuant to 6.11.1.

6.14.1.3 An auxiliary employee.

6.15 Extension Programmes and Services Activities

6.15.1.1 The duty load of Instructors, Counsellors, Librarians, Special Appointees and Lab Supervisors may include assignments to those activities in Extension Programmes and Services which are related to the disciplines within bargaining unit work.

6.15.1.2 Such assignment will be scheduled in accordance with 6.8 save that the date for employees to be advised of their Fall Extension Programmes and Services assignment will be September 1st or the date set for publication of the Extension Programmes and Services timetable, whichever occurs first. For all subsequent terms, such advice and assignment shall occur no later than the date set for publication of the particular Extension Programmes and Services timetable.

* 6.15.1.3 Members of the bargaining unit will be preferred employees for those activities related to the disciplines within bargaining unit work. Employees may not use their status as preferred employees to access work which is paid pursuant to 6.15.2 if such work causes them to work an overload.

6.15.1.4 Notwithstanding the above, an employee may refuse any assignment to Extension Programmes and Services activities. Such refusal must be made within five (5) working days of the dates referred to above. Such refusal by an employee will have no effect upon the employee's rights and entitlement under this Agreement, and the employee will not be subject to any discrimination, penalty or disciplinary action as a result of the refusal.

6.15.2 For the purpose of computing an employee's duty load, "scheduled hours" (6.2.2.2), one (1) hour of scheduled Extension Programmes and Services activity is the equivalent of 0.011 section (hourly rate pursuant to 7.3).

6.15.3 Save for the modifications noted below, employees whose duty load includes Extension Programmes and Services activity as per 6.15.1.1 will have their instructional duty governed by 6.1, 6.2, 6.3, 6.4A, 6.4, 6.5 and 6.6 as may be appropriate.

- * 6.15.3.1 Preparation for two (2) Extension Programmes and Services activities will be deemed equivalent to one (1) credit preparation for the purpose of 6.2.2.6.
- * 6.15.3.2 6.2.2.7 shall not apply to Extension Programmes and Services activities.
- 6.15.4 Article 7.6 shall not apply to Extension Programmes and Services activities. Instead, a cancellation fee equivalent to 0.011 section shall apply to all scheduled Extension Programmes and Services activities which, having been staffed as per 6.15.1, are cancelled. At the Vice President's discretion, this fee shall be either paid in a dollar equivalent based on the employee's salary step or banked in accordance with 6.12 so long as the employee meets the cancelled class.

Article 7

SALARIES AND ALLOWANCES

* 7.1 The Instructional Section Rate is determined by
Instructional Section Rate = Per Annum Rate :divided by 8.

The rates of pay "per Instructional Hour" and "per Non-Instructional Hour" are determined for each step as follows: (The factor of 0.011 implies 90.9 hours/section.)

Per Instructional Section Rate x 0.011 = per Instructional Hour Rate

Per Instructional Section Rate divided by 189 = per Non-instructional Hour Rate

7.2 The "per Instructional Hour" rate is applied to substitution and auxiliary appointments for Instructors and for faculty assigned to Extension Programmes and Services. The "per Non-Instructional Hour" rate is applied to substitution and auxiliary appointments for Counsellors, Librarians and Special Appointees.

* 7.3 Salary Schedule

7.3.1 EFFECTIVE 1 JANUARY 1992

7.3.1.1 INSTRUCTOR, COUNSELLOR, LIBRARIAN, SPECIAL APPOINTEE

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	4,040	34,340	44.44	22.71
2	4,204	35,734	46.24	23.63
3	4,370	37,145	48.07	24.57
4	4,548	38,658	50.03	25.57
5	4,728	40,188	52.01	26.58
6	4,916	41,786	54.08	27.64
7	5,114	43,469	56.25	28.75
8	5,318	45,203	58.50	29.90
9	5,530	47,005	60.83	31.09
10	5,750	48,875	63.25	32.32
11	5,982	50,847	65.80	33.63
12	6,220	52,870	68.42	34.97
13	6,470	54,995	71.17	36.37
14	6,728	57,188	74.01	37.82

7.3.1.2 LAB. SUPERVISORS, INSTRUCTIONAL ASSOCIATES

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	3,436	29,206	19.32	
2	3,574	30,379	20.09	
3	3,716	31,586	20.89	
4	3,866	32,861	21.73	
5	4,020	34,170	22.60	
6	4,180	35,530	23.50	
7	4,348	36,958	24.44	
8	4,520	38,420	25.41	
9	4,880	41,480	27.43	

7.3.1.3 PRIVATE MUSIC INSTRUCTORS

31.50

7.3.2 EFFECTIVE 1 AUGUST 1992

7.3.2.1 INSTRUCTOR, COUNSELLOR, LIBRARIAN, SPECIAL APPOINTEE

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	\$4,293	\$34,344	\$47.22	\$22.71
2	4,467	35,736	49.14	23.63
3	4,643	37,144	51.07	24.57
4	4,832	38,656	53.15	25.57
5	5,024	40,192	55.26	26.58
6	5,223	41,784	57.45	27.63
7	5,434	43,472	59.77	28.75
8	5,651	45,208	62.16	29.90
9	5,876	47,008	64.64	31.09
10	6,110	48,880	67.21	32.33
11	6,356	50,848	69.92	33.63
12	6,609	52,872	72.70	34.97
13	6,875	55,000	75.63	36.38
14	7,149	57,192	78.64	37.83

7.3.2.2 LAB. SUPERVISORS, INSTRUCTIONAL ASSOCIATES

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	3,651	29,208	19.32	
2	3,798	30,384	20.10	
3	3,948	31,584	20.89	
4	4,108	32,864	21.74	
5	4,271	34,168	22.60	
6	4,441	35,528	23.50	
7	4,620	36,960	24.44	
8	4,803	38,424	25.41	
9	4,995	39,960	26.43	
10	5,194	41,552	27.48	

7.3.2.3 PRIVATE MUSIC INSTRUCTORS

33.50

7.3.3 EFFECTIVE 1 JANUARY 1993

7.3.3.1 INSTRUCTOR, COUNSELLOR, LIBRARIAN, SPECIAL APPOINTEE

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	4,508	36,064	49.59	23.85
2	4,691	37,528	51.60	24.82
3	4,875	39,000	53.63	25.79
4	5,074	40,592	55.81	26.85
5	5,275	42,200	58.03	27.91
6	5,484	43,872	60.32	29.02
7	5,706	45,648	62.77	30.19
8	5,934	47,472	65.27	31.40
9	6,170	49,360	67.87	32.65
10	6,416	51,328	70.58	33.95
11	6,674	53,392	73.41	35.31
12	6,940	55,520	76.34	36.72
13	7,219	57,752	79.41	38.20
14	7,507	60,056	82.58	39.72

7.3.3.2 LAB. SUPERVISORS, INSTRUCTIONAL ASSOCIATES

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	3,834	30,672	20.29	
2	3,988	31,904	21.10	
3	4,146	33,168	21.94	
4	4,314	34,512	22.83	
5	4,485	35,880	23.73	
6	4,663	37,304	24.67	
7	4,851	38,808	25.67	
8	5,043	40,344	26.68	
9	5,245	41,960	27.75	
10	5,454	43,632	28.86	

7.3.3.3 PRIVATE MUSIC INSTRUCTORS

35.25

7.3.4 EFFECTIVE 1 AUGUST 1993

7.3.4.1 LAB. SUPERVISORS, INSTRUCTIONAL ASSOCIATES

<u>Step</u>	<u>Per Section</u>	<u>Per Annum</u>	<u>Per Inst.Hour</u>	<u>Per Non-inst. Hour</u>
1	3,834	30,672	20.29	
2	3,988	31,904	21.10	
3	4,146	33,168	21.94	
4	4,314	34,512	22.83	
5	4,485	35,880	23.73	
6	4,663	37,304	24.67	
7	4,851	38,808	25.67	
8	5,043	40,344	26.68	
9	5,245	41,960	27.75	
10	5,454	43,632	28.86	
11	5,673	45,384	30.02	

7.3.5 The salary increase effective January 1, 1994, is determined by the following formula which is designed to ensure that salaries at Capilano College remain competitive with comparable Lower Mainland post-secondary institutions. Effective January 1, 1994 all salaries, including PMI rates, shall be increased by X% where X plus 5 = the average % increase of faculty at Douglas College, Kwantlen College, VCC (Langara) and B.C.I.T. in 1992 plus their average % increase in 1993.

7.3.6 Effective August 1, 1994 the Lab Supervisor scale is increased to 12 steps each of which is 85% of equivalent instructors' step.

7.3.7 Private Music Instruction

The hourly rate for private music instruction shall be the rates applicable in 7.3.1--7.3.4 or the hourly rate an employee was paid, or entitled to immediately prior to the signing of this agreement, whichever is greater. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status. No regular employee who is not appointed as a Private Music Instructor shall be permitted to undertake private music instruction as a part of their contractually committed duty load. Regular employees who are assigned private music instruction duties in excess of their contractually committed duty load will have these duties counted for seniority (including Paid Educational Leave Seniority credits), severance, scale adjustment and step placement pursuant to Article 8.

7.4 Vacation Time Coordinator

7.4.1 During the vacation period of a Coordinator, a vacation time Coordinator may be appointed by the Vice President to perform the Coordinator's duties. Prior to vacation periods, the Vice President shall consult with the coordinated areas and will determine the need for Vacation Time Coordinators. Such appointments shall be made using procedures similar to those defined in 11.1.1.

7.4.2 Vacation time coordinators shall be appointed to one (1) or two (2) month appointments and the two (2) appointments of one (1) month need not be contiguous. Normally, it is not intended that vacation time coordination be accomplished through partial month appointments.

7.4.3.1 The number of hours per week related to this appointment shall be that which is equivalent to one quarter of a normal duty load for Instructors and the College may not require these hours to be spread over more than two (2) days per week.

7.4.3.2 In order to provide some structure to the relationship between the Vice President and the Coordinators and among the Coordinators themselves, a work schedule will be agreed to between each Vacation Time Coordinator and the Vice President and the work schedules of these Coordinators will provide a commonly scheduled period of at least two hours per week.

7.4.4 Vacation time Coordinators shall be compensated in an amount equivalent to one-fourth of the salary for one instructional section, for each month of service as a vacation time Coordinator.

7.5 Pay Period (Day and Rates)

7.5.1 Regular Employees

Except as otherwise noted in this Agreement.

* 7.5.1.1 All regular employees shall be paid an annual salary determined by their duty load in the Academic Year and in accordance with 2.1.2 and 2.1.3 and the appropriate section or hourly rate (7.3). The salary shall be paid in equal instalments at each calendar month end. Where the duty load changes during an Academic Year, the monthly salary for those months remaining in the Academic Year each shall be an equal instalment of the then revised annual entitlement still owing.

7.5.1.2 Regular employees who start and/or terminate their appointment during the Academic Year will have their total remuneration pro-rated on the basis of their completed duty load.

7.5.2 Temporary Employees

7.5.2.1 All temporary employees shall be paid a salary determined by their duty load and appointment period, and, in accordance with the appropriate section rate (7.3), the salary shall be paid at each month end within the appointment period.

7.5.2.2 The section rate shall be pro rata for appointments of less than one section.

7.5.3 Deposit of Pay Cheque

The College shall deposit employees' monthly pay cheques in an account at a financial institution designated by the employee. This article applies to all regular employees and those temporary employees as designated by the College.

7.6 Payment for Preparation of Course Not Taught

7.6.1 In the event that a regular part time or temporary employee has prepared for a course on the understanding that he/she is to teach the course, he/she shall be paid up to one-fifth (1/5) of the amount which would have been paid if the course had been taught, in the event he/she does not teach the course in the term intended. No payment will be made if there are further assignments that result in a full annual workload. If the likelihood of a full annual workload is small, then payment may be advanced before the total annual workload is confirmed.

7.6.2 The exact amount of preparation pay shall be at the discretion of the Coordinator and the Vice President, computed within the parameters of the factors provided herein.

7.6.3 In order that an allowance be paid, the course outlined as per the College Course Outline form shall have been prepared, approved and submitted for duplication on or before the announced date for submission of course outlines to Duplicating.

The factor assigned will reflect:

- the extent to which a course outline has been revised and improved;
- the extent to which ancillary matters have been completed;
- the ordering of textbooks, library books, course/lab supplies, media supplies, arranging guest speakers, field trips;
- whether or not the cancelled class was met by the employee, the purpose of this meeting is to advise of cancellation and to explain the alternatives open to students;
- the extent to which the employee has been available to his/her Coordinator and the activities of the Division.

7.6.4	<u>Circumstances</u>	<u>Factor*</u>
	New Course 0.10-0.20	
	Established course but not previously taught by the employee	0.06-0.12
	Established course that has been taught by the employee	0-0.08

*The Factor assigned by the Coordinator and the Vice President will be applied to the stipend for one section to determine the allowance.

7.6.5 Where an employee is assigned multiple sections of the same course, and some but not all of these sections are cancelled, a fee of twenty dollars (\$20.00) will be paid for each section cancelled prior to and/or at the end of the late registration period, and which is met by the employee.

7.7 Compensation for Multi Location Work

7.7.1 For the purposes of this article, all sites in North Vancouver, West Vancouver, Vancouver and Burnaby are deemed to be a single location known as Lynnmour.

7.7.2 Employees who, as provided for in 6.8, accept an assignment to work in more than one location and therefore spend time in "excess travel" shall be compensated as set out below over and above reimbursements for their travel expenses.

7.7.3.1 Subsections 7.7.3.1.1 and 7.7.3.1.2 below define the stipend and section equivalency for any amount of "excess travel." Employees with less than a full duty load in effect are compensated in accordance with 7.7.3.1.1 so long as their duty load does not exceed a full duty load. Employees with a full duty load are compensated in accordance with 7.7.3.1.2 which section equivalency may be banked or paid as per 6.11 and 6.12.

7.7.3.1.1
$$\text{Stipend} = \frac{\text{Salary per section per term}}{15,600} \times \text{no. of km of "excess travel"}$$

7.7.3.1.2
$$\text{Section equivalency} = \frac{\text{No. of km of "excess travel"}}{15,600}$$

7.7.3.2 The number of km of "excess travel" is computed as multiples of the following standard round trip distances:

Lynn timer/Squamish	145 km
Lynn timer/Pemberton	325 km
Lynn timer/Mt. Currie	345 km
Lynn timer/Sechelt	125 km
Squamish/Sechelt	164 km
Squamish/Pemberton	180 km

7.7.3.3 For each pair of locations, the first named location is deemed to be the location from which the "excess travel" commences.

7.7.3.4 A round trip distance of "excess travel" may be claimed each day the employee travels to the second named location.

7.8 Annual and General Holidays

7.8.1 Any expression of rates (annual, monthly, per section and/or hourly) is inclusive of any entitlement for vacation and statutory holiday pay under this agreement and/or arising from the application of the Annual and General Holidays Act.

7.8.2 Notwithstanding 7.8.1, a Lab Supervisor or Instructional Associate paid by the hour and normally scheduled to work on a day which is a statutory holiday per 9.2, will be paid for those hours which would otherwise have been worked.

Article 8

SALARY SCALE PLACEMENT

8.1 Criteria

* 8.1.1 Regular Employees other than Lab Supervisors, Instructional Associates and Private Music Instructors

The following criteria shall be used in determining where on the scale the regular employee or the temporary employee as provided in 8.4.4.2 shall be placed. This article does not apply to Lab Supervisors, Instructional Associates and Private Music Instructors (except as identified in 7.3.7).

8.1.1.1 University or College Teaching Assistanceships - up to one-half (1/2) step for each year of relevant Teaching Assistanceship (0 - 1/2 steps).

8.1.1.2 Business Experience - up to one step for each year of relevant business experience (0 - 1 step).

8.1.1.3 Research or University Experience - up to one step for each year of related research or university experience, or other equivalent teaching experience in the capacity of a Research Associate, or Lecturer at an accredited College, University or Institute (0 - 1 step).

8.1.1.4 College or Secondary School Teaching Experience - up to one step for each year of full-time teaching experience (0 - 1 step).

8.1.1.5 College or University Laboratory experience - up to one-half step for each year of college or university laboratory experience (0 - 1/2 step).

8.1.1.6 Up to one step for participation in the development of Capilano College while serving as a part-time instructor (one step is the maximum in this category).

* 8.1.1.7 One step for completed Ph.D. on being appointed full-time to the College or one step, on being appointed full-time to the College, for an academic degree or equivalent, appropriate to their subject area or the professional development of the employee that is in excess of the degree(s) or equivalent accreditation normally required for his/her position. The determination of whether an employee has attained an "equivalent" to an academic degree shall be made by the Vice President. The Vice President's decision may be appealed by the employee to the Placement Committee.

- 8.1.1.8 Not more than one step can be accumulated for any given calendar year.
- 8.1.1.9 Upon final analysis of all criteria factors, the applicant shall be placed on the nearest salary step.
- 8.1.1.10 Where the criteria indicates a year or full-time, pro rata recognition will be given for portions thereof.
- 8.1.2 Regular Lab Supervisors and Instructional Associates
- The following criteria shall be used in determining where on the scale a regular Lab Supervisor or Instructional Associate shall be placed:
- 8.1.2.1 University or College Teaching Assistanceships - up to one-half (1/2) step for each year of relevant teaching assistanceship (0 - 1/2).
- 8.1.2.2 Business experience - up to one step for each year of relevant business experience (0 - 1 step).
- 8.1.2.3 Research or University Experience - up to one-half (1/2) step for each year of related research, university experience, or other equivalent teaching experience (0 - 1/2 step).
- 8.1.2.4 College or Secondary School Teaching Experience or the equivalent - up to one-half (1/2) step for each year full-time teaching experience (0 - 1/2 step). Capilano College teaching experience -- up to one (1) step for each year of full-time teaching experience (0--1 step).
- 8.1.2.5 College or University Laboratory Experience - up to one step for each year of college or university laboratory experience or conventional seminar experience (0 - 1 step).
- 8.1.2.6 Up to one step for participation in the development of Capilano College while serving as a part-time Lab Supervisor or Instructional Associate (one step is the maximum in this category).
- 8.1.2.7 Up to one step for complete post basic certification in the related field on being appointed full-time to the College.
- 8.1.2.8 Not more than one step can be accumulated for any given calendar year.

- 8.1.2.9 Upon final analysis of all criteria factors, the applicant shall be placed on the nearest salary step.
- 8.1.2.10 Where the criteria indicates a year of full-time, pro rata recognition will be given for portions thereof.
- 8.2 Application for Appointment
- 8.2.1 For purposes of salary placement, all applicants for a position are to fully detail their teaching, education, research, laboratory and other related work experience as set out in 8.1.1 or 8.1.2.
- 8.2.2 At the time a position is offered to a candidate, an analysis of his or her placement on the current salary scale will accompany the letter of appointment sent to the candidate. Should the candidate disagree for any reason with the placement made on the salary scale, a meeting will be arranged with the candidate, appropriate Coordinator, and Vice President to review the salary placement analysis. At this time the candidate must submit additional information, if any, which the candidate feels could affect his or her placement for the candidate will be made at the time of this meeting.
- 8.3 Placement Appeals
- 8.3.1 There shall be a Placement Review Committee consisting of two (2) Vice Presidents, one (1) member of the unit appointed by the Union, and one (1) member of the unit appointed by the person seeking a review of his/her placement on the salary scale.
- 8.3.2 An employee may appeal his/her placement on salary scale from the period commencing three (3) months after placement and terminating six (6) months after the date of placement.
- 8.3.3 Such an appeal may be based on the application of the criteria to his/her placement on the salary scale, or on the basis that the data and information concerning the position-appointment, provided or presented to the employee at the time of and prior to his/her appointment, were lacking in information which would have been material to the consideration of the salary offered with the appointment.

8.3.4 The employee cannot introduce any additional personal data or information which was not included in his/her curriculum vitae or Application for Appointment considered by the College at the time of hiring, unless such data or information is relevant having regard for the data and information which the College failed to make known to the employee under 8.3.3.

8.3.5 The Placement Review Committee may make the recommendation to the President that an employee be placed in a new position on the salary scale, but no such recommendation shall be made unless reached by the Committee by consensus.

8.3.6 If the President does not implement a recommendation of the Placement Review Committee, the matter shall, at the option of the employee, be referred to a third party chosen jointly by the College and the Union primarily for his/her ability to assess professional credentials. The decision of this third party shall be final.

8.3.7 If a new regular employee's placement on the salary scale is changed as a result of his or her request for a placement review, the new placement will be effective at the date of commencement of the employee's contract.

* 8.4 Salary Increments

This article does not apply to Private Music Instructors.

8.4.1 Regular Employees

8.4.1.1 Subject to the other provisions of this Agreement, a regular full-time employee will advance one step on the salary schedule as of each first day of August following his/her commencement date.

* 8.4.1.2 Subject to the other provisions of this Agreement, a regular part-time employee will advance one step on the salary schedule upon completion of every 8 sections.

8.4.1.3 When an employee attains an academic degree or equivalent appropriate to their subject area or the professional development of the employee during employment at Capilano College, and this degree or equivalent is in excess of the degree(s) or equivalent accreditation normally required for his/her position, the employee shall advance one (1) step on the salary schedule on his/her next increment date, in addition to their increment progression described in 8.4.1.1 and 8.4.1.2 above. The determination of whether an employee has attained an "equivalent" to an academic degree shall be made by the Vice President. The Vice President's decision may be appealed by the employee to the Placement Committee.

8.4.2 Exceptions

8.4.2.1 Subject to the other provisions of this Agreement, any regular fulltime employee working more than half of a fulltime load in an academic year (August 1 to July 31) shall receive his/her due regular step increment on the following August 1. Any employee working half of a fulltime load or less in an academic year shall not be eligible to receive a regular step increment on the following August 1.

8.4.2.2 The increment date shall not be delayed for such periods during leave of absence without pay when on an assignment related to the employee's college assignment and when so approved by the President at the time the leave was granted.

8.4.2.3 In case of absence because of illness, no change in the increment date shall be made for absence totalling sixty (60) assigned duty days or less in any contract year.

8.4.2.4 Any absence from duty with pay shall not result in a delay in the increment.

8.4.2.5 The increment date cannot be advanced.

8.4.3 Regular Part-time Employees

Articles 8.4.1.3 through 8.4.2.5 shall apply equally to regular part-time employees.

8.4.4 Temporary Employees

- * 8.4.4.1 The initial appointment for a temporary employee is at Step 1 of the salary scale. Following the completion of 8 sections or its equivalent on a given step, temporary employees will advance one step effective as of the next temporary appointment.
- * 8.4.4.2.1 Temporary employees upon completion of twelve (12) sections or its equivalent will be placed on the salary schedule according to the criteria contained in 8.1, which placement shall not exceed Step 9 of the salary schedule. Thereafter, the temporary employee will advance according to 8.4.1.2.
- 8.4.4.3 For each month or any portion thereof exceeding ten (10) duty days for which a temporary employee is absent without pay, for the purposes of increment the employee shall be credited with one less section than that specified in his/her current temporary contract.
- 8.4.4.4 The penalty under 8.4.4.3 shall not be exercised for such periods during leave of absence without pay when on an assignment related to the employee's college assignment and when so approved by the President at the time the leave was granted.
- 8.4.4.5 In the case of absence because of illness, the penalty under 8.4.4.3 shall not be exercised for absences totalling twenty (20) assigned duty days or less in any temporary contract.

8.4.5 Previous Employees

- 8.4.5.1 Where previous regular employees resume employment with the College as a temporary employee pursuant to Article 11.3, they shall be restored to the position on scale held at the time of their last term of regular employment with the College and their salary increments shall be governed by Article 8.4.1.
- 8.4.5.2 Where previous temporary employees resume employment with the College as a temporary employee pursuant to Article 11.3, they shall be restored to the position on scale held at the time of their last term of temporary employment with the College and their salary increments shall be governed by Article 8.4.4.

Article 9

BENEFITS

9.1 Vacation

9.1.1 The annual vacation entitlement for the complete calendar year for all regular full-time employees is two months.

9.1.2 Such annual vacation will be taken at a time or times in accordance with 6.8 based on the needs of the College, and will normally be taken in one block of two months; however, annual vacation may be taken in two blocks of one month each. A month is considered to run from a date in one calendar month to the date preceding in the next calendar month.

9.1.3 For purposes of calculating part-year where necessary and for purposes of calculating per diem payments, such annual vacation entitlement is forty-two (42) working days.

9.1.4 A general (statutory) holiday which occurs during such vacation block is considered to be part of the annual vacation entitlement.

9.2 General (Statutory) Holidays

9.2.1 The following days are recognized as General (Statutory) Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day declared as such by the Federal or Provincial Government.

9.2.2 An employee is entitled to be paid for such days pursuant to Article 7.8.

* 9.3 B.C. College Pension Plan

Subject to the provisions of the College Pension Act, all employees may participate in the Superannuation Plan. The College shall contribute to the cost of such coverage to the extent provided for in the College Pension Act.

9.4 Medical

9.4.1 Basic Medical Plan

9.4.1.1 Regular

All Regular employees may participate in the Basic Medical Plan. The College shall pay 100% of the monthly premiums.

9.4.1.2 Temporary

Temporary employees shall be entitled to participate in this plan on the basis of the eligibility requirements set out in 9.11.

9.4.2 Extended Health Benefit Plan

9.4.2.1 Regular

All regular employees who are eligible to participate in the Basic Medical Plan may participate in the Extended Health Benefit Plan, which will include Vision Care.

9.4.2.1.1 The Vision Care Benefit will be as described in Appendix B.

9.4.2.1.2 The College shall pay 100% of the monthly premiums.

9.4.2.2 Temporary

Temporary employees shall be entitled to participate in this plan on the basis of the eligibility requirements set out in 9.11.

- 9.5 Insurance (Group)
- 9.5.1 Arrangement/Participation/Eligibility
- 9.5.1.1 The College agrees to arrange and administer a comprehensive Group Insurance program. All Regular employees must participate in these Group Life, Accidental Death and Dismemberment, and Disability Income Plans. Temporary employees who are eligible to participate in these plans on the basis of the eligibility requirements set out in 9.11 must also participate.
- 9.5.1.2 No employee will lose his or her employment because he or she is held by an insurer to be not eligible to participate in the Group Life, Accidental Death and Dismemberment or Disability Income Plans.
- 9.5.1.3 Details of specific coverages shall be as set out in the actual plans as underwritten by the Insurance carriers. The basic provisions shall be as follows:
- 9.5.2 Group Life Insurance
- 9.5.2.1 The College agrees to provide life insurance benefits based on the following:
- 9.5.2.1.1 For eligible employees placed on steps one (1) through six (6) per Article 7.3, life insurance at three (3) times the annual salary at step two (2) of the appropriate salary schedule.
- 9.5.2.1.2 For eligible employees placed on steps seven (7) through fourteen (14) per Article 7.3, life insurance at three (3) times the annual salary at step eight (8) of the appropriate salary scale.
- 9.5.2.3 The College also agrees to provide optional group life insurance as a supplement to the above. Such supplementary insurance will permit additional coverage of one (1) or two (2) times annual salary, as described in 9.5.2.1.1 and 9.5.2.1.2.
- 9.5.2.4 A normal conversion privilege will be provided within thirty-one (31) days after termination of, or retirement from, employment.
- 9.5.2.5 Premiums will be paid 100% by the College for 9.5.2.1.1 and 9.5.2.1.2, and premiums will be paid 100% by the employee for 9.5.2.3.
- 9.5.3 Accidental Death and Dismemberment Benefit
- 9.5.3.1 The total Accidental Death and Dismemberment benefit payable is equal to the benefits per 9.5.2.
- 9.5.3.2 The College shall pay 100% of the monthly premiums.
- 9.5.4 Long Term Disability Income Benefit
- 9.5.4.1 In the event of "total disability" as defined in the Plan, the eligible employee will become entitled to receive after the thirtieth calendar day of disability 66.7% of his/her monthly earnings.
- 9.5.4.2 Long Term Disability Income Benefit Calculation
- Effective June 1, 1980 applicable monthly benefits are calculated as follows:

9.5.4.2.1

Regular Full-time Employees

$$\frac{\text{Annual Salary per 7.3 (excluding overloads)}}{12} \times 66.7\%$$

= LTD Benefit

9.5.4.2.2

Regular Part-time Faculty

$$\frac{A \times X}{6} \times 66.7\% = \text{LTD Benefit}$$

where A = Section Salary per 7.3

where X = Number of Sections assigned or appointed, whichever is higher, during current academic term, with a minimum of 50% of number of sections regularized.

9.5.4.2.3.1

Temporary Faculty

$$\frac{A \times Y}{6} \times 66.7\% = \text{LTD Benefit}$$

where A = Section Salary per 7.3

where Y = Number of Sections assigned or appointed, whichever is higher, during current academic term.

- 9.5.4.2.3.2 Benefits for employees with appointments of less than four (4) months duration will be calculated by pro rating the number of months in the divisor.
- 9.5.4.3 This benefit will be directly reduced by any Workers' Compensation or Canada Pension Plan Disability benefits.
- 9.5.4.4 The participating employee shall contribute 100% of the monthly premiums, and the College shall deduct such contributions monthly from his/her salary.
- 9.5.5 Contributions
- The administrative procedure applicable to a benefit or insurance plan shall determine if the deduction of an employee's contribution toward the premium payments precedes or follows the coverage period to which it is applicable.
- 9.5.6 Enrolment
- Enrolment in any benefit or insurance plan is not completed until the employee has completed an Application/Waiver form (Appendix C) and application cards have been signed by the employee, acknowledged by the College and acceptance by the insurer has been confirmed.
- 9.6 Death of an Employee
- In the event of death of an employee, one month's salary from the date of death to which the employee would have been entitled shall be paid to the beneficiary designated by the employee under the Group Life Insurance policy.
- 9.7 Unemployment Insurance
- Employees shall be covered for unemployment insurance insofar as the statutes permit.
- 9.8 Canada Pension Plan
- All employees shall participate in and contribute to the Canada Pension Plan in accordance with the applicable legislation. The College will contribute to the plan for each employee, to the extent provided for in the applicable legislation.

9.9 Dental Plan

9.9.1 Regular Employees

All regular employees may participate in the Dental Plan subject to the terms of the plan with regard to eligibility. The College shall pay 100% of the monthly premiums.

9.9.2 Temporary Employees

9.9.2.1 Eligibility to participate in the Dental Plan arises for those temporary employees placed on scale with their assignment of a semester workload of one and one-half (1 1/2) sections or more. For so long as the level of semester assignment is maintained at one and one-half (1 1/2) sections or more, the College shall pay 100% of the monthly premium. At all other times the employee shall pay 100% of the monthly premium.

9.9.2.2 Eligibility to participate in the Dental Plan for all temporary employees other than those eligible under 9.9.2.1 arises on the signing of this agreement or on appointment. Such employees shall pay 100% of the monthly premium.

9.9.2.3 In all circumstances eligibility to participate must be acted upon within one (1) month of eligibility. Late enrolment is subject to the terms of the Dental Plan.

9.9.2.4 Temporary employees participating in the Dental Plan must maintain coverage for so long as their renewal rights exist (i.e. the current semester and three (3) semesters thereafter).

9.10 Benefit Coverage

9.10.1 Employee's Responsibility

9.10.1.1 All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

9.10.1.2 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the College has any direct responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

9.10.2 Duty to Provide Information

9.10.2.1 The actual policy contracts arranged with insurers shall be deemed to be an integral part of this Agreement. Copies of the actual policy contracts will be kept on file in the College's offices and in the Media Centre (College Library). Upon reasonable notice, access to these policy contracts will be granted to employees and to authorized representatives of the Union. The College and the Union will make every effort to provide promptly any information regarding the benefit plans to any employee requesting the information.

9.10.2.2 The College shall notify the Union when any change is made in the limits or substance of the policy contracts.

9.10.3 College's Liability Limit

The Union recognizes and agrees that the College's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the internal procedural administration of the plans. The College cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

Any costs associated with the review shall be borne by the College.

9.10.4 Leave of Absence

9.10.4.1 Where an employee has been granted an approved leave of absence without pay, in excess of thirty (30) calendar days, and the employee has been participating in the following benefit coverages:

Group Life Insurance	Section 9.5.2
Accidental Death and Dismemberment Benefit	Section 9.5.3
Disability Income Benefit	Section 9.5.4
Dental Plan	Section 9.9

the employee must pay 100% of the premiums for those coverages during such leave, fully paid in advance or by monthly postdated cheques before the leave commences.

9.10.4.2 Parental Leave

9.10.4.2.1 Where an employee exercises his/her entitlement to Articles 10.2.2.1 or 10.2.2.2.1 and the employee has been participating in any benefit plan, the College shall continue to pay the premiums of the plan in the same manner as if the employee were not absent where:

the College pays the total premium of the plan, or the employee elects to continue to pay her share of the premium of a jointly paid for plan.

9.10.4.2.2 Notwithstanding 10.2.3, where an employee exercises his/her entitlement to extended Parental Leave pursuant to Article 10.2.2.2.2, the employee must maintain those benefits carried during the immediately preceding Parental leave and shall pay 100% of the premiums for the period of the extended leave. Prepayment of such premiums shall be pursuant to the same conditions as set out in Article 9.10.4.1.

9.11 Eligibility - Temporary Employees

9.11.1 Where indicated in this Agreement, Temporary Employees will be eligible to participate in specific benefit plans, only when they can satisfy the following preconditions:

- 9.11.1.1 - The employee's current appointment involves the assignment of two (2) or more instructional sections, or equivalent, during the current academic term; or
- 9.11.1.2 - The average of the number of instructional sections, or their equivalent, assigned to the employee during the academic year is two (2) or more.

9.12

Eligibility - Protection

Notwithstanding any other provision of this Agreement, all employees who are enrolled in any benefit plan coverage during the term of the prior Agreement, will continue to be eligible to enrol in the benefit plans for which they now have coverage, notwithstanding that they would not now qualify for such coverage due to the changes in eligibility contained in this Agreement.

9.13

Benefit Review

During the term of this Agreement, the Joint Standing Committee shall review the benefit and pension plans under the Collective Agreement. Such review may include levels of coverage, benefit mix, carriers, as well as any other matters relating to the plans which either party may wish to review. The Joint Standing Committee shall report its findings, including any recommendations it may wish to make, to the parties prior to the expiry of the Agreement.

Any costs associated with the review shall be borne by the College.

Article 10

LEAVES OF ABSENCE

10.1 Sick Leave

10.1.1 Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days.

10.1.2 The College may require proof of illness.

10.1.3 Should a single illness exceed thirty (30) calendar days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in 10.1.1. After the thirty (30) days of a single continuous illness, benefits of the Long Term Disability plan per 9.5.4 of this Agreement shall apply, in accordance with the terms of that Plan.

10.1.4 Should a claim application for the long term disability benefit be denied by the insurer, the employee shall suffer no loss of pay for a further thirty (30) teaching or contact day period, unless the single lifetime entitlement to this period has been exhausted previously (cf 10.2.5).

10.2 Parental Leave

10.2.1 Application

All provisions of this article apply equally to male and female employees.

10.2.2 Entitlement

10.2.2.1 Prior to the Date of Birth

A pregnant employee, unless she requests such to be deferred, is entitled to parental leave without pay eleven (11) weeks before the expected period of confinement.

10.2.2.2 After the Date of Birth or Adoption

10.2.2.2.1 An employee shall be entitled to Parental Leave without pay for a period of two (2) years following the date of birth or adoption of his/her child.

10.2.2.2.2 The College shall be notified of the duration of Parental Leave to be taken as follows:

10.2.2.2.2.1 With respect to the first year of the leave:

-in a maternity situation, not later than 18 weeks after the commencement of the leave;

-in a non-maternity situation, not later than prior to the commencement of the leave.

10.2.2.2.2.2 With respect to the second year of the leave:

-in both a maternity and non-maternity situation, not later than 18 weeks prior to the expiry of the first year's leave.

10.2.2.2.2.3 In all circumstances, a Parental Leave's duration must accommodate the return to work of an employee at the commencement of a semester.

10.2.2.3 On the Date of Birth or Adoption

An employee not exercising any other entitlement under this Article shall be granted a one (1) day leave with pay on or immediately prior to or after the date of birth or adoption of his/her child. A further two (2) days leave with pay shall be granted provided the duties of the employee are discharged at these normally scheduled times at no cost to the College.

* 10.2.2.4 Caring for Sick Child

An employee shall be entitled to up to three days leave with pay per year for the purpose of caring for a sick child. An additional two days, with pay, shall be granted provided the duties of the employee are discharged at their normally scheduled times at no cost to the College. This benefit is only available when there is no other competent adult to attend to the child's needs. The College may require medical verification of the child's illness.

10.2.3 Employment Standards Act

Subject to 9.10.4.2.2, Part 7 (Maternity Leave) of the Employment Standards Act at the date of signing of the Agreement shall in all applicable circumstances govern.

10.2.4 Cessation

Parental Leave shall cease when the employee:

- 10.2.4.1 - Resigns during the period of leave.
- 10.2.4.2 - Elects not to return to his/her position at expiry of leave, or fails to do so within the prescribed time limit.

10.2.5 Application of Sick Leave

Any pregnant employee may use her bank of thirty (30) teaching or contact sick days towards maternity and/or any pregnancy related illness.

10.2.6 Benefit Continuation

See 9.10.4.

10.3 Workers' Compensation

10.3.1 An employee shall remain on sick leave for the first thirty (30) continuous calendar-day period of any injury which qualifies for Workers' Compensation. The College shall advise Workers' Compensation Board of such coverage to enable their forwarding initial payments directly to the College, and subsequent entitlements directly to an employee.

10.3.2 Employees should contact the Personnel Department with respect to Long Term Disability entitlement in such circumstances after the expiry of their sick leave coverage.

10.4 Paid Educational Leave

10.4.1 Funding

The parties agree that Paid Educational Leave is beneficial to both the College and the Faculty and, in that light, the parties agree to the funding of such leaves as follows:

- 10.4.1.1 Subject to 10.4.1.2, the College shall annually make available funds in the amount of 2% of salary budget committed to all regular positions for the purposes of Paid Educational Leave, as set out below. Effective August 1, 1990, the College will increase this amount to 2.5% of salary budget committed to all regular positions, and effective August 1, 1991 will further increase this amount to 3% of salary budget committed to all regular positions.
- 10.4.1.2 When the College, upon receipt of its annual budget allocation, determines that there will be a decrease in services as measured by the level of services funded in the previous year, the College may decrease the sum allocated to Paid Educational Leave, provided that the aggregate sum shall not be reduced by more than 40% to a minimum of 60% of the funds specified in 10.4.1.1 in the academic year commencing August 1, 1989 and each August 1st thereafter.
- 10.4.1.3 When the College receives growth funding for specified purposes, such designated funding shall not be included in the determination of level of services as specified in 10.4.1.2.
- 10.4.1.4 In the event that the sum allocated for Paid Educational Leave in any year is not fully utilized in the intended year, the unutilized amount shall carry forward as funding available for PEL in subsequent years in addition to amounts arrived at under 10.4.1.1 and 10.4.1.2 above. Monies carried forward shall be used to increase the number of Paid Educational Leaves in subsequent years.
- 10.4.2 Paid Educational Leave Seniority Credits
- 10.4.2.1 Paid Educational Leave Seniority (PELS) credits are accumulated on the same basis as seniority as described in article 11.8.6.
- 10.4.2.2 Accumulation of PELS credits is retroactive to the date on which the employee was first hired and has been continuously employed or, when not employed, has held renewal or recall rights.
- 10.4.2.3 PELS credits may only be applied to Paid Educational Leave and have no payout consequences on termination, resignation or death.

10.4.2.4 Any regular employee with a PELS credit in excess of 32 credits may apply for Paid Educational Leave subject to the adjudication provisions. Subject to satisfactory adjudication, total PELS credits will be the deciding factor as to the order in which Paid Educational Leaves are granted.

10.4.2.5 The leaves will be funded from the allocated Paid Educational Leave commitment of 10.4.1.

* 10.4.2.6 All employees who have previously been awarded and have taken a leave under 10.4 shall have their PELS credits retroactively adjusted on the basis of minus 128 credits for a long-term leave and 64 credits for a short-term leave. In no case shall the resulting calculation cause a PELS credit count of less than zero as of April 1, 1989. A long-term leave shall be defined as a leave of more than one term of one calendar year. A short term leave shall be defined as a leave of from eleven (11) days to one term. This article applies only to leaves awarded prior to April 1, 1989.

10.4.3 Employees returning from Paid Educational Leave shall remain in the employ of the College for a minimum of one year following completion of their leave. In the event of default in carrying out such obligation the employee may be required to refund all or part of the amount paid by the College to the employee during such leave, on such terms as the College considers appropriate.

10.4.4 Procedures

10.4.4.1 Educational leave is granted through the authority of the College. The enhancement of the educational goals of the College, the professional merit of the leave proposal and competency of the employee to accomplish the purposes of the leave are amongst the prime considerations in adjudicating proposals for Paid Educational Leave.

10.4.4.2 Normally, a Paid Educational Leave shall occur within one term, although longer periods may be granted under the following conditions:

10.4.4.2.1 - Regular employees may, with the consent of the College, postpone a one term Paid Educational Leave and combine it with a later one term entitlement.

10.4.4.2.2 - Paid Educational Leave may be combined with earned Professional Development and vacation time.

10.4.4.3 Proposals for Paid Educational Leave will be invited once for each academic year. The closing date for each year's proposals will be at least sixteen (16) months prior to the beginning of the academic year to which the leave relates. Applicants will receive a decision at least twelve (12) months prior to the beginning of the academic year to which the leave relates.

For the academic year 1989-1990 only, the closing date for Paid Educational Leave proposals will be September 15, 1989. These applicants will receive a decision not later than December 15, 1989.

10.4.4.4 Proposals for Paid Educational Leave are submitted to the appropriate Vice President and must be accompanied by an outline of the purpose of the leave.

10.4.4.5 Proposals received are adjudicated by the Paid Educational Leave Committee which consists of three (3) Vice Presidents and three (3) Faculty members.

10.4.4.6 In adjudicating between leave proposals, the Paid Educational Leave Committee shall be governed by the objectives of Paid Educational Leave, as described in 10.4.4.1, and the need to ensure an equitable distribution of leaves amongst regular employees.

* 10.4.4.7 The amount allocated to the employee for the purposes of leave shall be computed as follows:

Regular Full Time Employees and Regular Part Time Employees:

$$\frac{\text{PELS credits}}{16} \times 60\% \times \text{employee's per section rate at time of leave}$$

Regular Employees to the extent regularized on the basis of Private Music Instruction

$$\frac{\text{PELS credits}}{16} \times 60\% \times \text{employee's hourly rate at time of leave} \times 100$$

The maximum number of credits that may be applied to a leave is 64. The parties agree that up to two (2) leaves each year shall have up to 128 credits applied providing there are at least two proposals which meet the requirements of the leaves and are from employees with sufficient PELS credits to support the leaves. Paid Educational Leaves using up to sixty four (64) Paid Educational Leave Credits shall be for periods of one term. Paid Educational Leaves using up to one hundred and twenty eight (128) Paid Educational Leave Credits shall be for periods of one or two terms only. The credits applied to a paid educational leave shall be deducted from accumulated Paid Educational Leave Seniority credits after the leave has been completed. Compensation available to faculty members on Paid Educational Leaves shall not exceed one hundred percent (100%) of the compensation that the faculty members would have otherwise received.

- * 10.4.4.7.1 Part Time Paid Educational Leaves shall only be permissible in exceptional circumstances where the objective of the Paid Educational Leave can best be accomplished on a part time basis and where the functional needs of the College can reasonably be met during the Part Time Leave. Normally, exceptional circumstances shall be determined by the Paid Educational Leave Committee.

Part Time Paid Educational Leaves are subject to the limitations of 10.4.4.7 and cannot span more than two terms in length.

- * 10.4.4.7.2 A successful applicant for a Paid Educational Leave for one term may apply to the College for a postponement so that the leave may be combined with a later one term entitlement.

- * 10.4.4.7.3 When employees on Paid Educational Leave elect to top up their pensionable service to one hundred percent, the employees shall pay their share and the College shall pay its share from the Paid Educational Leave fund.

10.4.4.8 The employee, within one month of his/her return to duty, must submit to the Vice President reasonable and satisfactory evidence of having carried out the purpose for which the leave was granted and, in the event of default in carrying out such obligations, may be required to refund all or part of the amount paid by the College to the employee during such leave, on such terms as the College considers appropriate.

10.5 Other Leaves

Leave of absence from duty for regular and temporary employees will be available as follows:

10.5.1 Unpaid Educational Leave

Approved educational leave without pay or benefits may be granted for up to a maximum of 24 months. Any employee granted such leave shall arrange to maintain benefit coverage pursuant to 9.10.4.

10.5.2 Bereavement

In case of death in the immediate family, for an appropriate period not to exceed two (2) weeks but with pay only for up to one week, the employee shall notify the appropriate Coordinator whose responsibility it shall be to notify the appropriate Vice President. Immediate family shall mean spouse, child, or any person to whom the employee stands in loco parentis, brother, sister, parent, parent-in-law, any person if living in the same household, an intimate, in the sense of close personal relationship, and any other person, with the approval of the Vice President. The word "spouse" will be deemed to include a common-law spouse.

10.5.3 Personal

10.5.3.1 With the approval of the President for reasons other than those specified elsewhere in this Agreement (e.g. study, compassionate, travel, political, religious, etc.) and shall be without pay unless otherwise authorized.

10.5.3.2 The College will not unreasonably withhold its approval of personal leave.

10.5.4 Union Duties

10.5.4.1 Members of the Unit are permitted to participate in Union and related duties during the course of any year so long as arrangements satisfactory to their Coordinators and the Vice President have been made for the carrying out of their contractual obligations to the College.

* 10.5.4.2 Reasonable release time without pay shall be provided by the College to persons named by the Union for the conduct of Union business; this release time shall be provided in section units. The provision of the said release time is contingent on suitable arrangements being made for the carrying out of the contractual duties to the College of the said persons.

10.5.4.3 An employee shall be granted part or fulltime leave of absence for union business, including work or duties performed for any organization to which the union is affiliated, subject to the following:

10.5.4.3.1 The leave shall not exceed two years.

10.5.4.3.2 The leave shall be subject to the reasonable and bona fide curriculum and scheduling requirements of the employer.

10.5.4.3.3 An employee granted the leave shall continue to receive full salary and benefits from the employer and the union shall, on a monthly basis, reimburse the employer for the full amount of the employee's salary and benefits.

10.5.4.3.4 The employee shall continue to accrue seniority equal to the sections or section equivalencies for which he/she is released.

10.5.5 Court Appearances

10.5.5.1 The College shall grant leave with pay to employees summoned for jury duty or required to serve jury duty or subpoenaed for a court appearance.

10.5.5.2 In cases where an employee's private affairs have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.

10.5.5.3 An employee in receipt of his/her regular earnings while serving at court shall reimburse to the College all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the College.

10.6 Faculty/Employee Exchanges

10.6.1 The College shall encourage and facilitate exchanges of employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the College. Exchanges are viewed as, and take the form of, professional development activities.

10.6.2 Employees on exchange remain members of the bargaining unit and agree to remain in the employ of the College for a minimum of one year after the exchange has been completed.

10.6.3 The Union and the College may annually review, and amend with mutual agreement, the procedures for implementing the faculty/employee exchange program. (See Appendix D).

10.7 Duration of Leaves

10.7.1 The parties agree that the following leaves shall not be granted for a period longer than two (2) consecutive years:

- 10.4 - paid educational
- 10.5.1 - unpaid educational
- 10.5.3 - personal
- 10.5.4.3 - union business
- 10.6 - faculty/employee exchanges secondment

Article 11 APPOINTMENTS, EVALUATION, TERMINATION AND SUSPENSION,
REGULARIZATION, REDUCTION

11.1 Coordinators

11.1.1 Appointments

The final decision for appointment of Coordinators rests with the Vice President; however with a view to arriving at a consensus amongst those in the bargaining unit and those in the administration directly affected by any particular appointment, the following consultative processes will be used in making such appointments:

11.1.1.1 By March 15, the Vice President will invite applications from those employees wishing to be considered for a Coordinator's position.

* 11.1.1.2 Each Vice President will then initiate the process of selection of Coordinators and will ensure democratic involvement of employees in this selection process. This will be done by the Vice President requesting the functional area to conduct an election by secret ballot requiring a majority vote to confirm its recommendation, irrespective of the number of applicants for the position of Coordinator, among the applicants pursuant to 11.1.1.1. If, by May 15 there is no accord between the Vice President and the functional area, or if the functional area has failed to submit a name to the Vice President, the Vice President will make the appointment.

* 11.1.1.3 Coordinators will be appointed for an initial term of two (2) years. Renewals to that appointment will be for terms of one (1) year. Coordinators will be released from faculty duties for a minimum of one (1) three-credit section per term, or one-quarter (1/4) of a normal duty load. In appropriate cases, the Vice President may arrange for more release time.

* 11.1.1.4 The Vice President may ask a Coordinator to resign in the case of a non-confidence vote taken by secret ballot within a functional area. In areas where there are two, or fewer, faculty, including the Coordinator, the Vice President may remove the Coordinator for cause, without a vote of non-confidence from the area. Such removal is subject to review through the grievance procedure.

11.1.1.5 An employee may decline appointment as Coordinator; a Coordinator may resign at any time, the resignation to take effect at the first opportunity consistent with the needs of the functional area. In such an event, the Vice President shall initiate the process indicated in 11.1.1.2.

11.2 Executive Officers

11.2.1 Search Committee - Regular Appointments

11.2.1.1.1 Selection of the Executive Officers is the duty and responsibility of the College Board. It is recognized, however, that such persons should be selected only after wide consultation within the College community. Therefore, before making a permanent appointment of an Executive Officer, the College Board will establish a Search Committee within the College.

11.2.1.1.2 The Committee will be comprised of an equal number of members of the Union and members of the Administration who do not belong to the bargaining unit, which latter members may include a member or members of the College Board. The Union shall select its members for such committees. In addition to the members so selected, a chairperson shall be named by the College Board who will ordinarily be the President. The chairperson will be non-voting. It will be the responsibility of the Search Committee to recommend names to the College Board for appointment to the office in respect of which it is struck.

11.2.1.2 The above is not intended to exclude the possibility of staff and/or student representatives also being invited by the College Board to join in such a search committee. In the event that the College Board does invite representation from these additional constituencies, the number of representatives from each additional constituency shall not exceed the number of Faculty Union representatives on the Committee.

11.2.1.3.1 Although appointments will normally be made from the names submitted by the Search Committee, the Board may appoint any candidate whose application has been placed before the Search Committee. Further, the names of all qualified internal candidates who are Executive Officers, whether or not they hold acting appointments, shall be included in the recommendations referred to in Articles 11.2.1.1.1 and 11.2.2.1.1.

11.2.1.3.2 For purposes of 11.2 herein, the term "Executive Officers" shall be understood to mean the:

- President
- Vice Presidents
- Director of Planning
- Head Librarian
- Director of Resource Development- Any new position to which bargaining unit members must directly report.

11.2.2 Search Committee - Acting Appointments

11.2.2.1.1 In order to make Acting appointments to positions named in 11.2.1.3, the Board shall establish a committee consisting of one member of the Board or an administrator, and the President of the Union or his/her delegate. In addition to these members, a non-voting chairperson, who will normally be the President, shall be appointed by the Board. As well, the Board may invite a representative of OTEU, Local 378 and a representative of the Student Society to join the Committee.

11.2.2.1.2

Within one (1) week of the establishment of this committee, the committee shall recommend a name or names to the Board, which recommendation shall be advisory only. If the Committee does not make a recommendation within one week, the Board will make the appointment.

11.2.2.2

When it appears that an acting appointment will last for a period longer than four months, a Search Committee as specified in 11.2.1 will be formed at the time the initial acting appointment is made, or immediately upon the Administration's determination of the probable length of the appointment. At the conclusion of the process outlined in 11.2.1, the person selected by that process shall receive the acting appointment. The initial acting appointment resulting from 11.2.2 may be extended by mutual agreement between the parties if the work of the Search Committee is not concluded at the end of the four-month period.

11.3 Faculty Appointments

11.3.1 Every effort will be made to have all new regular employees appointed by May 31st of the year preceding the beginning of the academic year; and temporary employees by May 31st when appropriate to the needs of the College.

11.3.2 All candidates for employment are to be processed and dealt with in a similar manner.

11.3.3 The parties recognize and agree that only employment appointments of individuals can be made under this Agreement. Appointments cannot be offered to corporations, partnerships or proprietorships.

11.3.4 Criteria

During the screening and interview processes, the applicant will be evaluated according to criteria classification, so far as they are applicable to the job classification in question, as follows:

- 11.3.4.1 - professional qualifications;
- 11.3.4.2 - professional development and experience;
- 11.3.4.3 - teaching experience;
- 11.3.4.4 - college contribution;
- 11.3.4.5 - community awareness;
- 11.3.4.6 - personal attributes.

11.3.5 Procedures

11.3.5.1 All applications should be dated and acknowledged, and filed appropriately for use by the Vice President and made accessible only to the Coordinator and the Search Committee of the functional area. Positions will be posted publicly as soon as they are identified.

* 11.3.5.2 The Vice President will request the appropriate Coordinator to establish a Search Committee and to assume or delegate the chairing of the Committee. All other members of the Committee shall be drawn from members of the bargaining unit. Search Committees shall normally consist of at least three (3) members.

- 11.3.5.3 The Search Committee shall interview candidates and compile a shortlist of candidates, and this list shall be forwarded to the Vice President for his/her consideration. These may be ranked when appropriate.
- 11.3.5.4 The Vice President and at least one member of the Search Committee shall then interview the short-listed candidates and make a joint recommendation to the President of two or more names. These may be ranked when appropriate; the Vice President and the Search Committee shall attempt to reach a common ranking and recommendation.
- * 11.3.5.5 Notwithstanding the above, the names of all internal candidates with the required competence and/or qualifications shall be included in the shortlist of candidates referred to in 11.3.5.3 and the recommendation referred to in 11.3.5.4.
- 11.3.5.6 At the discretion of the Vice President 11.3.5.4 may be omitted, providing the Vice President forwards to the President the recommendation in 11.3.5.3.
- 11.3.5.7 Where positions involve duties in more than one functional area, the Coordinator, Search Committee and the Vice President referred to in 11.3.5.1 to 11.3.5.6 shall be drawn from each functional area.
- 11.3.5.8 Persons recommended under 11.3.5.4 may not necessarily be appointed, but no appointment will be made that is not recommended by the Search Committee.
- 11.3.5.9 Applications shall have a closing date stated in the publication or advertisement. Only applications received before the closing date or by the date the Committee begins interviewing, whichever is later, shall be referred to the Search Committee.
- 11.4 APPOINTMENTS
- 11.4.1 REGULAR APPOINTMENTS
- 11.4.1.1 Probationary Appointment
- 11.4.1.1.1 Normally, the first contract for a regular employee shall be for a one-year probationary period.
- 11.4.1.1.2 The probationary period shall be waived for a regular employee who previously met the following conditions as a temporary employee:
- 11.4.1.1.2.1 - he/she had successfully completed his/her temporary probationary period, and
- 11.4.1.1.2.2 - his/her appointment had been in the same discipline or subject area as the regular position.
- 11.4.1.1.3 Having met these conditions, the regular employee shall be on a continuous appointment according to 11.4.1.2.
- 11.4.1.1.4 At least three (3) months prior to termination date of the contract, the regular employee shall be offered a continuous appointment or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, he/she

shall be offered a probationary extension of up to one year or shall be advised that such an offer is not to be made.

- 11.4.1.1.5 When the evaluation during the probationary year results in a probationary extension, alerting and guidance followed by a further evaluation, as set out in 11.5, will be conducted during the extension period.
- 11.4.1.1.6 At least three (3) months prior to the termination date of the extended probationary period, the regular employee will be offered a continuous appointment, or advised such an offer is not to be made (see 11.6.6).
- 11.4.1.1.7 Where the person being offered his/her first regular appointment does not have complete credentials for the position, the appointment may specify that further appointments will be conditional upon completion of the credentials even though he/she may have received a satisfactory evaluation.
- 11.4.1.1.8 Further conditional appointments, each normally being for a one-year period, up to a maximum of four (4) additional years following expiry of the first appointment, will normally be offered assuming the employee can provide evidence that he/she has achieved reasonable progress towards the completion of the credentials.

11.4.1.1.9 If mitigating circumstances beyond the control of the employee make the completion of the credentials unattainable, subsequent offers of reappointment will not be withheld simply because the credentials remain incomplete. The determination of what constitutes reasonable progress towards completion of the credentials or what constitutes mitigating circumstances shall be made by the Vice President by April 1 of each year. Mitigating circumstances shall not include the straightforward failure of the employee to meet the standards of the accrediting institution or agency.

11.4.1.2 Continuous Appointment

11.4.1.2.1 A satisfactory completion of the probationary appointment period shall result in a continuous appointment and shall establish the employee's five (5) year cycle for evaluation pursuant to 11.5.1.4.

* 11.4.1.2.2 In the event that the evaluation conducted pursuant to 11.5.1.1 results in the determination of less than satisfactory performance and judged by the criteria set out in 11.5.2, this appointment will be terminated. Such termination can only occur after alerting and guidance (see 11.6.7.1).

11.4.1.2.3 Terminations shall be subject to the procedures specified in 11.6.7.

11.4.1.2.4 Notice of such termination pursuant to 11.4.1.2.2 shall be given a minimum of five (5) months prior to the date the termination is to take effect. The time limits of such notice are mandatory. Failure to observe the timelines shall result in the notice having no force and effect.

11.4.2 REGULAR LIMITED TERM APPOINTMENTS

11.4.2.1 The length of an appointment made under this provision (see 2.1.4) is limited to a maximum of one year. At least five (5) months prior to the termination date of the contract, the regular limited term employee will be offered an extension of the appointment unless the employee who is absent from the regular position is returning or has resigned; or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, will be advised that such an offer is not to be made.

11.4.2.2 If the RLT position referred to above is filled by an RPT employee in accordance with 2.1.4.2.1, and when the RLT position is terminated as a consequence of the resignation referred to above, then the holder of the RLT position shall be offered the vacated regular position.

* 11.4.2.3 Upon expiry of a Regular Limited Term appointment the employee shall be offered a temporary contract if the duties which the employee has satisfactorily performed, or similar duties within the competence of the employee, recur within the next three terms. An employee who refuses such an offer forfeits his/her rights to a further contract. A Regular Limited Term employee who declines an appointment in a third consecutive term does not lose his/her reappointment rights as a result of that declining. (See 6.11.8).

* 11.4.2.4 The employee will not be offered a temporary contract if:

- an evaluation, judged on the criteria set out in 11.5.2, indicates less than satisfactory performance, or
- the reduction process (11.8) is applied, or
- there are insufficient temporary sections available in the functional area; insufficient temporary sections may arise as a consequence of assigning a duty load to an RPT employee in excess of his/her contracted minimum.

11.4.3 TEMPORARY APPOINTMENTS

11.4.3.1 A temporary contract shall be specified to be such at the time of offer and shall be for a specific period of time not to exceed one (1) year.

11.4.3.2 Probationary Appointment

11.4.3.2.1 Normally, the probationary period for a temporary employee will end after one year of successful evaluation(s) for a temporary employee with a full duty load, and after two years with successful evaluation(s) for a temporary employee with less than a full duty load.

* 11.4.3.2.2 At least six (6) weeks prior to the end of the final instructional term in the probationary period, the temporary employee will be advised that he/she has successfully completed his/her probationary period or, in the case of less than satisfactory performance judged by the criteria set out in 11.5.2, he/she shall be offered a probationary extension of up to one year or shall be advised that such an offer is not to be made.

11.4.3.2.3 When the evaluation during the probationary period results in a probationary extension, alerting and guidance, followed by a further evaluation as set out in 11.5, will be conducted during the extension period.

* 11.4.3.2.4 At least three weeks prior to the termination date of the extended probationary period, the temporary employee will be advised that he/she has successfully completed his/her probation, or shall be advised that a further appointment is not to be made. In the event the employee challenges the content of his/her evaluation file, is under Alerting and Guidance, or the Vice President requests further information under 11.5.6.2, the three-week time limit shall not apply.

11.4.3.3 Further Temporary Appointment

* 11.4.3.3.1 At least three (3) weeks prior to the termination of a temporary contract, the employee will be advised whether or not an additional temporary contract will be offered. In the event the employee challenges the content of his/her evaluation file, is under Alerting and Guidance, or the Vice President requests further information under 11.5.6.2, the three week time limit shall not apply.

* 11.4.3.3.2 A temporary employee will be offered an additional temporary contract if the duties which the employee has satisfactorily performed, or similar duties within the competence of the employee, recur within the next three terms. An employee who refuses such an offer forfeits his/her rights to a further contract. A temporary employee who declines an appointment in a third consecutive term does not lose his/her reappointment rights as a result of that declining (see 6.11.8).

11.4.3.3.3 The temporary employee will not be offered another temporary contract if:

11.4.3.3.3.1 an evaluation, judged on the criteria set out in 11.5.2, indicates less than satisfactory performance, or

11.4.3.3.3.2 the reduction process (11.8) is applied, or

11.4.3.3.3.3 there are insufficient temporary sections available in the functional area; insufficient temporary sections may arise as a consequence of assigning a duty load to an RPT employee in excess of his/her contracted minimum.

11.4.3.3.4 For temporary employees with a duty load of less than 0.5 section per term or equivalent, the normal processes of appointment, reappointment and evaluation may be waived by agreement between the functional area and the Vice President. The employee and/or the Vice President may request an evaluation and an evaluation shall then take place; if an evaluation in conformity with 11.3 and 11.5.2 takes place, the other provisions 11.4.3 shall apply.

* 11.4.4 IMPLEMENTATION

The probationary provisions apply only to employees hired after April 1, 1989.

11.5 EVALUATION PROCEDURE

11.5.1 SCHEDULE FOR EVALUATIONS

11.5.1.1 Temporary and regular employees will be evaluated at least once per academic year following procedures outlined in 11.5.

11.5.1.2 For temporary employees not on scale who have had two (2) years of successive successful evaluations, the Vice President shall, unless there are valid reasons otherwise, waive these procedures two years out of three.

11.5.1.3 For temporary employees on scale, the Vice President shall, unless there are valid reasons otherwise, waive these procedures for the first four years of a five-year cycle.

11.5.1.4 For regular employees, the Vice President shall, unless there are valid reasons otherwise, waive these procedures for all employees with continuous appointments, except for those who are in the fifth year of their five (5) year cycle established for them at the commencement of their continuous appointment. In this latter instance, the procedures specified in 11.5.1.1 shall be initiated in the fifth year of their five (5) year cycle.

* 11.5.1.4.1 Employees, participating in an exchange under Appendix D, will have their evaluation period extended for a period equivalent to the term of the exchange.

11.5.1.5 For employees who attain the age of 65 by the beginning of the subsequent academic year, the waivers of 11.5.1.2 and 11.5.1.3 shall not apply and the Vice President shall, unless there are valid reasons otherwise, waive these procedures every other year.

11.5.1.6 All evaluations under article 11.5.1 shall be conducted by an Evaluation Committee under article 11.5.5.

11.5.2 EVALUATION CRITERIA

11.5.2.1 Evaluation criteria and procedures shall be applied in a similar manner to all employees. The following are the criteria for evaluating an employee. Though designed for instructors, they will be applied mutatis mutandis to other employees.

11.5.2.2 The Employee in relation to Students

11.5.2.2.1 Develops an approach to learning designed to reach a wide variety of students. Students should be encouraged to develop an independent and questioning attitude and not be unduly dependent on the faculty for learning.

11.5.2.2.2 Each student should be treated with respect and genuine interest.

11.5.2.2.3 An employee's commitment to his/her discipline should demonstrate a balanced and full presentation of material and an identification of his/her philosophy as pertinent to the course material.

11.5.2.3 The Employee in relation to Instructional Assignments

11.5.2.3.1 Adequately develops the course objectives in writing.

11.5.2.3.2 Communicates material and answers questions clearly and effectively.

11.5.2.3.3 Organizes and develops material clearly and effectively.

11.5.2.4 The Employee in relation to his/her Subject or Area of Specialty

11.5.2.4.1 The employee should understand and be knowledgeable in the latest developments in his/her field. Where practicable, the employee should also be involved in such developments.

11.5.2.4.2 The employee should design and teach material to take into account current offerings of secondary institutions and be compatible with the requirements of post-secondary institutions and/or the community.

11.5.2.5 The Employee in relation to Other Employees

11.5.2.5.1 Employees should be willing to exchange ideas and to assist each other professionally.

11.5.2.6 The Employee in relation to the College

11.5.2.6.1 Aside from contractual obligations, an employee is expected to participate in departmental meetings, student consultations, and in such other activities from which the students, the employees and the College as a whole may reasonably be expected to profit.

11.5.2.6.2 Employees should make a continuing contribution to the objectives of the College.

11.5.3 THE EVALUATION FILE

- 11.5.3.1 A Co-ordinator shall be responsible for ensuring that the materials listed below are present in the evaluation file and that they have been reviewed by the employee before the Committee considers a specific employee's case. However, should the Co-ordinator fail to have the materials collected or fail to have the employee review the materials, the Committee's consideration of the case will not be invalid only by reason of such failure. When the file is complete, the employee will be notified in writing accordingly.
- 11.5.3.2 The evaluation file shall contain only the following items, and all materials shall pertain only to and be based upon the criteria set forth in 11.5.2.2 - 11.5.2.6:
- * 11.5.3.3 Questionnaires filled out by the students which, normally, will not be distributed until at least forty percent (40%) of the scheduled contact time for the course has been completed.
- 11.5.3.4 A report, from one or more employees, chosen by the employee being evaluated, unless the employee being evaluated and the Co-ordinator (or his/her designate) elect in writing to waive this item. This report will deal with at least the criteria in 11.5.2.2, 11.5.2.3 and 11.5.2.4.
- 11.5.3.5 A report from the appropriate Co-ordinator or his/her designate, based on the criteria in 11.5.2.2 to 11.5.2.6.
- 11.5.3.6 Materials relevant to the evaluation added to the file by the employee.
- * 11.5.3.7 Materials relevant to the evaluation added to the file by the appropriate Vice President or by the President. It is agreed that only such material as is based on the Vice President's or the President's personal contact, investigation or observation will be added. The Vice President's submission to the current evaluation file of employees on continuing appointment shall be limited to the period commencing with the recommendation of the immediately previous evaluation committee and to information included in the immediately previous evaluation file.
- 11.5.3.8 In the case of instructors, the reports mentioned in 11.5.3.4 and 11.5.3.5 shall be based at least in part on observation visits to their classrooms; for all other employees, these reports shall be based at least in part on observation visits to their work area.
- 11.5.3.9 No classroom visit for evaluation shall take place without reasonable prior notification to the employee being evaluated.
- 11.5.3.10 The evaluation file is open to the employee at any time during College business hours, but the file must not be removed from the office in which it is kept.
- 11.5.4 CHALLENGE TO THE EVALUATION FILE
- 11.5.4.1 An employee may insert a written challenge into his/her evaluation file, challenging any statements made in the submissions which constitute the materials under 11.5.3.3 to 11.5.3.7. The challenge must be submitted within seven working days of the employee being advised that the evaluation file is complete. The challenge shall relate to

the appropriateness of statements made in the material on the grounds that they are not relevant or that they contain information and/or judgments that are not supported by the evidence of materials in the file. The challenge procedure must be completed prior to the review of the evaluation file by the Evaluation Committee.

11.5.4.2 The challenge will be evaluated by a Challenge Committee established by the Vice President and drawn from at least three functional areas and the Committee must include in its recommendations to the Vice President a recommendation that the challenge be either sustained or denied in total or in part.

11.5.4.3 The Vice President shall make a final determination in writing as to whether all or part of the challenge will be sustained or denied. If the challenge is denied in total or in part, the portion denied will be entered in the evaluation file along with the employee's written challenge.

11.5.4.4 Where the appropriate Vice President determines that a challenge in total or in part is sustained, the sustained materials shall be removed from the file by the Vice President. The employee shall be informed of this and provided with the materials impugned and all the written materials comprising the challenge and its disposition relating to the sustained portion of the challenge.

11.5.4.5 Where the Vice President determines that a challenge in total or in part is sustained, any letter of reference or response to a request for a recommendation will not reflect the contents of that sustained challenged material, nor will the said contents be reflected in the Vice President's recommendation to the President.

11.5.5 EVALUATION COMMITTEE

11.5.5.1 The appropriate Co-ordinator shall establish one or more Evaluation Committees, drawn from the Faculty in appropriate functional areas. No one shall serve on this Committee who has submitted any material to the employee's evaluation file for that evaluation period, unless there is agreement by the employee and the Vice President. This Committee shall recommend to the Vice President one of the following alternatives:

11.5.5.1.1 - In the case of a probationary employee, extension of the probationary period, further temporary appointment, continuous appointment, or termination;

11.5.5.1.2 - In the case of a temporary employee, contract renewal, with or without alerting and guidance, or non-renewal of contract;

11.5.5.1.3 - In the case of an employee on a continuous appointment, continuation of that appointment, with or without alerting and guidance, or termination.

11.5.5.2 The Committee shall make its recommendation on the basis of the five criteria listed in 11.5.2.2 through 11.5.2.6 and, subject to the provisions of 11.5.5.3, only on the basis of materials in the evaluation file collected since the date of the last contract renewal.

11.5.5.3 In cases where alerting and guidance has been initiated, the evaluation file shall include all evaluation material initiating the alerting and guidance and all subsequent evaluation materials until the alerting and guidance is completed and the employee is notified that the alerting and guidance has been completed.

11.5.5.4 Where there is a substantial problem under any of the components of the evaluation, the Evaluation Committee may request clarification of, or additional information on, that component. Before the component is considered, the employee will be notified and can challenge the new material.

11.5.5.5 The Committee's recommendation and reasons shall be given in writing. The employee shall be given a copy of the recommendations.

11.5.6 THE VICE PRESIDENT'S EVALUATION

11.5.6.1 The Vice President will make an overall evaluation and recommend to the President one of the following alternatives:

11.5.6.1.1 - In the case of a probationary employee, extension of the probationary period, further temporary appointment, continuous appointment, or termination;

11.5.6.1.2 - In the case of a temporary employee, contract renewal, with or without alerting and guidance, or non-renewal of contract;

11.5.6.1.3 - In the case of an employee on a continuous appointment, continuation of that appointment, with or without alerting and guidance, or termination.

11.5.6.2 Where there is a substantial problem under any of the components of the evaluation, the Vice President may request of the Evaluation Committee clarification of, or additional information on, that component.

11.5.6.3 Alerting and Guidance

11.5.6.3.1 The employee shall be advised of the Alerting and Guidance in writing. The letter will indicate the particular guidance required with respect to the criteria of 11.5.2.

11.5.6.3.2 A guidance committee shall be established consisting of a minimum of three (3) to a maximum of five (5) faculty members, approved by the employee.

* 11.5.6.3.3 The guidance and subsequent evaluation for employees on probation shall commence in the next term with an instructional assignment and, in the event the alerting and guidance is not complete at the end of the probationary period, the probationary period will be automatically extended to the end of the alerting and guidance. The guidance and subsequent evaluation for employees, not on probation, shall occur in the next academic year.

11.5.6.3.4 The guidance committee will write a report to the Vice President indicating the magnitude and the specifics of the guidance provided. This report shall be submitted before reappointment.

11.5.6.4 In the case of a continuous employee, a recommendation of continuation of that appointment marks the beginning of a new evaluation cycle, commencing with the beginning of the next academic year.

11.5.6.5 UNION NOTIFICATION

When an employee is placed on alerting and guidance, the union will be notified of that fact. Failure to notify the union does not invalidate any of the procedures under 11.5 nor remove any of the College's rights under this Collective Agreement.

11.5.7 SPECIAL CASES

11.5.7.1 In cases where the Co-ordinator mentioned in 11.5.5.1 is being considered by the Committee, the Vice President will establish the Evaluation Committee.

11.5.7.2 When an employee has been on leave, the recommendation will be based on the material for the period during which the employee has been on duty.

11.5.7.3 When, during the final year before an evaluation, a regular employee is on a one year leave pursuant to 10.4 or 10.5.1, the date for the employee's evaluation shall be advanced in increments of one (1) year until the leave is completed.

11.5.7.4 When there is no new material in the employee evaluation file since the last evaluation, the Committee recommendation will be, in the case of a temporary employee a further temporary appointment and in the case of an employee on a continuous appointment, confirmation of that continuous appointment and, in the case of a probationary employee, continuous appointment or a further temporary appointment.

11.5.7.5 An employee may request an evaluation of his/her performance by the Vice President at any time. These shall be placed in the evaluation file. The Vice President is not hereby restricted from making such evaluation as he considers appropriate.

11.6 TERMINATION AND SUSPENSION

11.6.1 UNION REPRESENTATION

At any disciplinary meeting between an employee and the College, the employee has a right to be represented by a steward or officer of the Union.

11.6.2 RESIGNATION

A regular employee who resigns shall give at least six (6) months' notice in writing to the President. The resignation date shall coincide with the end of the term. These provisions may be waived or the dates altered by mutual consent in writing.

11.6.3 RETIREMENT

If an employee wishes to retire at age sixty-five (65) or earlier, the retirement shall coincide with the end of the term and he/she must give at least six (6) months' notice in

writing to the President. These provisions may be waived or the date altered by mutual consent in writing.

11.6.4

SUSPENSION

In conformity with Part V, Section 28 of the College and Institute Act, the President may suspend an employee. The President shall provide a written notice of suspension to the employee at or before the time of said suspension, and will, within two (2) working days, provide his reasons in writing for levying the suspension, on the understanding that a copy of the letter will then be placed in the employee's evaluation file. The employee may grieve the suspension and, in conformity with provisions of the Act, may appeal to the College Board.

11.6.5

TERMINATION FOR JUST CAUSE

The College Board may dismiss an employee for just cause. The College will provide the employee with written notice of the dismissal at or before the time of dismissal, and written reasons will be provided at the time of dismissal, where practicable; or in any case, within seven (7) calendar days.

11.6.6

NON-RENEWAL OF CONTRACT DURING PROBATIONARY PERIOD

11.6.6.1

Within twenty-one (21) days after notice by or on behalf of the College that his/her appointment is not to be renewed, the union may, on behalf of the probationary employee, appeal the non-renewal by presenting a written complaint to the President.

11.6.6.2

If within ten (10) calendar days the President does not resolve the complaint, there shall be an appeal hearing by a three-member Appeals Board. One member shall be named by the Union, one shall be named by the President; the President's nominee shall not be the Co-ordinator of the appealing employee or Vice President of his/her functional area. The chairperson shall be drawn on a rotation basis from the list of "Arbitrators and Appeal Board Chairpersons" specified in 5.3.

11.6.6.3

The Appeal Board shall formally hear the question put by the employee or his/her representative as to whether or not he/she should have been renewed. The employee shall be permitted to introduce evidence relevant to the issues to support his/her case and the Vice President who made the recommendation referred to in 11.5.6 in respect of the appealing employee may also introduce relevant and substantial evidence to support his position.

11.6.6.4

The evaluation criteria referred to in 11.5.2 shall be the only criteria used by the Appeal Board in making its decision.

11.6.6.5

The Appeal Board shall consider the evidence and shall render its decision, which shall be binding on all parties, within three (3) weeks after a chairperson has been selected. The Appeal Board shall act with all powers of arbitration under the Industrial Relations Act.

11.6.6.6 Article 5 does not apply to 11.6.6 except as to procedural matters. Nothing in 11.6.6 shall preclude the Union or employee exercising any right of appeal under the College and Institute Act.

11.6.7 PROCEDURE FOR SUSPENSION OR DISMISSAL

11.6.7.1 Suspension or dismissal of an employee for unsatisfactory performance can be justified only when adequate alerting and guidance to the necessary improvements have failed to result in a satisfactory level of performance as judged against the criteria set out in 11.5.2. Except as otherwise provided herein, such suspension or dismissal shall only occur after the President has obtained a report from the Special Evaluation Committee.

11.6.7.2 The Special Evaluation Committee (SEC) will be made up of one (1) member from the Union, one (1) from Administration, and one (1) sub-administrator mutually acceptable to both parties to the Collective Agreement. The members of the Committee may be released from their duties up to full time at their discretion for the duration of the Committee's work. The person being evaluated and one (1) representative of the Union may also be released of their duties at the discretion of the person being evaluated. The Union shall bear any costs for the release time of the Union representative on the SEC and for the Union representative of the person being evaluated.

11.6.7.3 The Committee shall investigate the following questions: first, do there exist reasonable grounds to claim that the performance was unsatisfactory enough to warrant suspension or dismissal? Second, had there previously been adequate alerting and guidance?

11.6.7.4 The Committee shall submit to the President its report within two (2) weeks of the activation of the SEC process.

11.6.7.5 All SEC reports shall be kept on file and it is recommended that any SEC refer to these reports for guidance.

11.6.7.6.1 The SEC process shall be activated by and dated from the date on which the employee and the Union are notified in writing by the President that the employee is to be suspended or that a recommendation is to be made for his/her dismissal. The written notice shall name the College's appointee to the SEC and invite the Union to name its appointee.

11.6.7.6.2 In the event of failure of the parties to agree upon the appointment of a member within one (1) week of the activation of the SEC, or the failure of the Committee to deliver its report on time, the President may suspend or recommend dismissal without benefit of the Committee's report.

11.6.7.6.3 Refusal by either party to devote a reasonable amount of time to the deliberations of the committee shall be deemed a point of substance in any actions taken by either party which ensue from this process.

11.6.7.7 Nothing in 11.6.7 shall preclude the applicability of Article 5.

11.7 REGULARIZATION OF POSITIONS

11.7.1 Inventory of Bargaining Unit Work and Positions

11.7.1.1 The College shall maintain an inventory of bargaining unit work and positions. The members of the Regularization Committee shall have access to all information concerning bargaining unit work performed by members of the bargaining unit and all other work for which members of the bargaining unit were released.

11.7.1.2 Without limiting the generality of the foregoing, the inventory of work performed by the bargaining unit members shall be identified by the following:

- program
- co-ordinated area
- department
- subject area/discipline
- name, job classification, and appointment status (RFT, RPT, RLT, Temporary, Auxiliary) of bargaining unit member who performed the work
- location
- term
- type of funding (e.g. base funding, temporary funding such as RAC)
- nature of section (e.g. teaching, co-ordination, release, lab. supervision and PMI)
- any other factor deemed necessary by the Regularization Committee

11.7.1.3 Without limiting the generality of the foregoing, the inventory of bargaining unit positions shall be identified by the following:

- program
- co-ordinated area
- department
- subject area/discipline
- name, job classification, and appointment status (RFT, RPT, RLT, Temporary, Auxiliary) of bargaining unit member
- commitment level of employee's contract
- activity status of employee (e.g. active, on leave, LTD, reduced load, etc.)
- primary location
- terms normally assigned
- any other factor deemed necessary by the Regularization Committee

11.7.2 Regularization Committee

11.7.2.1 A Regularization Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the College. The Union and the College will each designate one of its members as the voting representative and each shall cast one vote.

11.7.2.2 The Regularization Committee shall be constituted no later than August 15 of any year. Normally the membership of the committee will remain fixed for two years.

11.7.3 Timelines and Procedures for Regularization Review

- 11.7.3.1 The timelines established for the regularization review shall not limit the College's ability to create and/or fill a regular position at any time during the year, nor shall they prevent the committee reviewing areas of possible regularization that are brought to its attention because of extraordinary circumstances or because of errors or omissions in the inventory.
- 11.7.3.2 By September 30 of each year, the Committee shall meet to establish the information necessary for its deliberations. The College shall undertake to provide this information.
- 11.7.3.3 By October 15 the College shall notify the Committee of any information which it has been unable to obtain. The College shall facilitate the endeavours of the Union to collect this information for its members on the committee.
- 11.7.3.4 By October 31, the College shall provide the information which represents the previous academic year.
- 11.7.3.5 The Regularization Committee shall review the inventory of bargaining unit positions and of bargaining unit work and shall notify the co-ordinated areas, the Vice Presidents and the Union of possible areas of regularization which arise as a result of that review.
- * 11.7.3.5.1 Possible areas of regularization exist where there is a differential between the total number of committed sections and those worked by employees. Possible areas of regularization may occur by combining work across subject areas, disciplines, programs, departments, functional areas, co-ordinated areas or any other reasonable grouping of bargaining unit work.
- 11.7.3.5.1.1 The differential calculated in 11.7.3.5.1 will be increased by the sections committed to any regular employee who has, as of the beginning of the current academic year, ceased to be an employee of the College.
- 11.7.3.6 The co-ordinated areas, the Vice Presidents and the Union shall recommend which eligible sections should be regularized and which positions should be created or modified. These recommendations shall be returned to the Regularization Committee with the reasons or rationale.
- 11.7.3.6.1 Increased regularization may occur by either the creation of a regular position which must have a minimum commitment of four sections or by increasing the commitment to an existing regular part time employee by not less than two sections, providing he/she has the subject competency for the increased load.
- 11.7.3.6.2 The recommendations in 11.7.3.6 shall specify whether the regularization is to be added to an existing position or to create a new position. If a new position is created the co-ordinated areas, the Vice Presidents and the Union shall recommend whether it is to be full-time (RFT) or part-time (RPT) and shall identify the program criteria and curriculum requirements leading to such recommendations.
- 11.7.3.6.3 If a co-ordinated area or Vice President recommends that some eligible sections should not be regularized, they shall advise the Regularization Committee of the curriculum

requirements or other constraints leading to such recommendations. Such constraints may include the conditions of 11.7.3.12.2 but may not include fiscal constraints.

11.7.3.7 Notwithstanding 11.7.3.5.1, a co-ordinated area, the Vice President or the Union may bring to the Regularization Committee individual cases where an individual has, for at least three consecutive years, had an assignment which is of a magnitude to be considered for increased regularization or for the creation of a new regular position.

11.7.3.8 The recommendations of the co-ordinated areas, Vice Presidents and Union shall be reviewed for recommendation by the Regularization Committee. Unanimous recommendations of the Regularization Committee shall be forwarded to the President.

11.7.3.9 Where the Regularization Committee is not unanimous in its recommendations, the President shall meet with the Committee to hear the separate recommendations and their reasons.

11.7.3.10 In the light of the limitations and constraints in fiscal budgets and curriculum requirements, the President shall determine what new regularization is to be established. Decisions of the President will be forwarded to the Regularization Committee within thirty (30) days of receipt of unanimous recommendations from the Regularization Committee or of notification by the Committee of its inability to reach unanimous recommendations.

11.7.3.11 Decisions of the President shall normally be implemented to take effect at the beginning of the subsequent academic year. Where a position is regularized and an existing employee is appointed pursuant to 11.3 and if the existing employee has, and has had, during the current Academic Year, a workload consistent with the new regular position, then the effective date of the regular appointment will be August 1 of the current academic year. The College shall endeavour to provide all benefits retroactively but such an appointment may not retroactively entitle the new employee to all benefits.

* 11.7.3.12.1 Where the President does not implement a unanimous recommendation of the Regularization Committee or where the Regularization Committee is unable to make such a recommendation, the question of whether all disputed regularizations are justified may, within the time limits specified in 5.2.1.2 (Policy/Group/Union grievances), be referred by the Union to an arbitrator chosen pursuant to 5.3.1, except where the following occurs:

11.7.3.12.1.1 -where more than 70% of the portion of the bargaining unit work which is required to meet the approved level of service funded by the base provincial grant is committed to regular positions. Service levels are expressed in fulltime equivalent student enrolment.

11.7.3.12.1.2 bargaining unit work includes all work performed under the employee classifications of articles 6.1, 6.2, 6.3, 6.4A, 6.4, 6.5, 6.6 and 6.7 and shall be measured in sections or section equivalents. Nothing in the above precludes the regularization of sections funded in any other manner.

11.7.3.12.2 Notwithstanding the above, any regularization recommendation or claim which causes either of the following to occur may not be submitted to arbitration:

11.7.3.12.2.1 - where the proposed regularization will result in 10% or less, with a minimum of two (2), of the base sections in a co-ordinated area, except in the case where a co-ordinated area has more than one program unit, in which case this restriction will apply to the subject or discipline, being uncommitted to regular positions. It is agreed that, for this purpose, a program unit in the Academic Studies division is a discipline or department.

11.7.3.12.2.2 the proposed regularization will result in the College being unable to assign duties to all regular employees in a manner consistent with all the terms and conditions of the agreement.

11.7.3.12.3 If there are significant changes to the funding mechanism which affect the application of this clause, the parties will meet to negotiate appropriate changes to 11.7.3.12.1.1.

11.7.3.12.4 The decision of the arbitrator is final and shall be implemented.

11.7.4 Regular Part-time Employee Eligibility for Regular Full-time Positions

11.7.4.1 When a new RFT position is created, or an RFT position becomes vacant, an RPT employee will be offered the position providing he/she has the subject competency for a full duty load.

11.7.4.2 In the event that a RPT employee does not have the subject competency, or the RPT employee declines the offer, then the normal search selection processes shall apply.

11.7.4.3 In the event that the RPT employee accepts the RFT position offered, then the normal search and selection processes shall apply when a vacant RPT position remains.

11.7.4.4 A RPT employee may become a RFT employee only as of August 1st of any year, at which time he/she will be newly placed on scale according to the criteria of Article 8.1.

11.8 Reduction

11.8.1 The College recognizes the importance to employees, their families, and to the community of a stable employment situation and therefore shall exercise its right under this article in a reasonable and fair manner and in a manner which endeavours to preserve and maintain employment. Notwithstanding the foregoing, the College may find it necessary to reduce the workload of employees and/or the number of employees because of any one or several of the following reasons: low enrolments; a significant change in or elimination of programs, courses, or other bargaining unit work where it is reasonably anticipated to be of a permanent nature; a shortage of funds.

11.8.1.2 Where reduction occurs as a consequence of technological change, Article 14 shall first apply.

- 11.8.2.1 For the purposes of this Agreement, the term "reduction" means a reduction in the number of employees or a reduction in the workload (i.e., the number of sections or the number of hours) for which a Regular employee has been contracted by his/her appointment letter.
- 11.8.2.2 The effect of reduction on a Regular employee is the revision of the employee's contracted workload from that specified in the employee's letter of appointment to the new contracted level specified by the College in the Notice of Reduction. This new level of workload will remain in force, regardless of the workload actually performed in any subsequent year, until it is either further reduced or, following the test set out in Article 11.8.5.5.2.1, it is increased.
- 11.8.3.1 In the event that it becomes necessary for reduction to occur, the reduction will take place in those functional areas identified by the College.
- 11.8.3.2 A Notice of Reduction will be issued in writing to the employee either by June 1 and shall take effect on the immediately following August 1 or by October 15 and shall take effect on the immediately following January 1. The union shall be notified in writing of the planned reduction two (2) weeks prior to the issuance of the Notice to the employee. Within two (2) weeks of the notification to the Union, the College will meet with the Union to explore and, if possible, to develop viable alternatives to the reduction of regular employees.
- 11.8.3.3 A Notice of Reduction shall state the reason(s) for the reduction.
- 11.8.3.4 A Notice which does not actually result in a reduction of workload in a year in which it is issued shall be deemed null and void.
- 11.8.4 Reduction within a Functional Area
- 11.8.4.1.1 Within each functional area identified by the College for reduction, temporary employees in the functional area shall not have their appointment status renewed before any regular employee is reduced unless no regular employee in the functional area has the subject competency and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.
- 11.8.4.1.2 Within each functional area identified by the College for reduction, RPT employees in the functional area will be reduced before RFT employees in the functional area unless no RFT or more senior RPT employee in the functional area has the subject competency and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.
- 11.8.4.2 For regular employees only, and after the application of Article 11.8.4.1.2, seniority (see Article 11.8.6) shall be the basis for determining the order in which reduction occurs; neither the classification of the employee nor the level of the regularization of the RPT employee shall have any effect on this determination. The least senior of the

Regular employees will be reduced unless no other more senior employee has the subject competence and/or qualifications that match the bona fide curriculum requirements as determined by the College in consultation with the functional area.

11.8.5 Rights of a Reduced Employee

11.8.5.1 Subject to the subsequent clauses in Article 11.8.5, the rights of a reduced employee are fourfold: The right to an actual workload which is equal to the percentage of workload for which s/he was originally contracted; the right to severance pay; the right to retraining; the right to a reversal of reduction.

11.8.5.2 Actual Workload

11.8.5.2.1 The parties agree that, wherever possible, a reduced Regular employee should have an actual workload which is equal to the percentage of workload for which s/he was originally contracted. Further, the parties recognize that, from time to time, circumstances may be such as to make this possible or, failing that, circumstances may be such as to enable a reduced Regular employee to have an actual workload which exceeds the new level of contracted workload specified in the Notice of Reduction. In either case where this occurs, the parties agree that such occurrence does not constitute either a withdrawal of the Notice of Reduction or any change to that reduction.

11.8.5.2.2.1 A reduced Regular employee's right to the workload which is equal to the percentage of workload for which s/he was contracted prior to reduction may be exercised as set out below.

11.8.5.2.2.2 For a functional area in which a Regular employee is on reduction, any sections allocated to that functional area that are in excess of the number required to meet the reduced commitment to Regular employees in that functional area shall be offered first to reduced RFT employees on the basis of seniority, then to reduced RPT employees on the basis of seniority and without regard to their level of regularization, and then to Temporary employees.

11.8.5.2.2.3.1 A Regular employee reduced in the functional area to which they are appointed shall be assigned duties in another functional area provided that they have the required competence and/or qualifications as determined by a search-like process and provided that no continuing employee be thus displaced. Where a reduced Regular employee has been assigned previously to such other functional areas, s/he may, at the discretion of the Vice President, be required to submit to a search-like process before further assignments are made.

11.8.5.2.2.3.2 A continuing employee is any Regular employee or Temporary employee who has been placed on the salary scale pursuant to Article 8.4.4.2 and who is appointed to a functional area and who still retains rights to a further appointment in that functional area. An employee who has had an assignment to but no appointment to a functional area is not a continuing employee of that functional area. An employee who is

assigned work in a functional area in which he/she has not previously held an appointment, shall not exercise bumping rights with respect to any Regular employee in that functional area save and except Regular employees appointed to the functional area subsequent to the reduced employee's assignment to the functional area. The seniority and bumping rights of the reduced employee in the functional area in which they have been reduced shall not be adversely affected by their assignment to another functional area.

11.8.5.2.2.3.3 A search-like process is one which parallels that established for the selection and appointment of new faculty save that the two interviews contemplated by Articles 11.3.5.3 and 11.3.5.4 shall be collapsed into a single interview and the task of the Search Committee shall be to determine whether or not the reduced employee in question would have been recommended to the President pursuant to Article 11.3.5.4 had s/he been applying as an external candidate for a new appointment. This determination shall not take into account whether the reduced employee is more competent or even equally competent as compared to any employee likely to be bumped. No person shall serve on the Search Committee whose position could be adversely affected by the success of the reduced employee.

11.8.5.3 Severance

11.8.5.3.1 A Regular employee who is under notice of reduction to zero sections of workload may elect to receive severance pay at any time prior to the expiry of his/her rights to further assignments.

11.8.5.3.2 A Regular employee who is under notice of reduction of a reduced level of workload which is greater than zero sections may elect to take severance within thirty (30) days from the notice of reduction or within thirty (30) days from the first anniversary of that notice. An employee who does not elect this severance option within either thirty (30) day timeline will retain all rights specified in 11.8.5.1 except for severance. This option to take severance will be available to the employee each time a new notice of reduction is issued which lowers the committed workload from that in force at the time of issuance of the new notice. Once the workload commitment is reduced to zero sections, then 11.8.5.3.1 shall apply.

11.8.5.3.3 A reduced employee who received severance pay thereby waives and loses all other rights, claims or entitlements under this Collective Agreement and ceases to be an employee of the College.

11.8.5.3.4 An employee who has received severance pay and is subsequently appointed pursuant to a search process shall retain the severance payment made and, for the purposes of any future severance pay, the employee's seniority shall be calculated from the date of the subsequent appointment.

11.8.5.3.5 Severance pay shall be calculated as:

$$\text{Severance} = 0.05 \times S \times Y$$

where S is the full-time annual salary for the step that the employee is on as of the date the reduction takes effect.

Y is the number of full-time equivalent years the employee has held continuous appointment status as reflected in the employee's seniority pursuant to article 11.8.6 to a maximum of ten (10).

11.8.5.4 Retraining

11.8.5.4.1 The College will use its good offices to secure retraining for all those reduced Regular employees whose actual workload is zero sections. Prior to the expiry of their rights to further assignments, these employees may use the instructional facilities of the College free of charge during any term that their actual workload is zero sections.

11.8.5.5 Reversal of Reduction

11.8.5.5.1 Recognising a reduced Regular employee's right to have their contracted level of workload reinstated to its original level, the College shall conduct the following test on an annual basis in each functional area where there are any reduced Regular employees.

11.8.5.5.2.1 For each functional area in which there is a reduced Regular employee, the difference between the total sections worked and the number of sections required to meet the reduced commitment to Regular employees will be computed. Where this difference is at least two (2) sections in any two (2) of three (3) consecutive terms, the College shall determine whether or not a reduced Regular employee's contracted level of workload is to be increased. This determination shall be done no later than April 30 of each year and if the workload is to be increased to his/her workload level prior to reduction, the Notice of Reduction shall be withdrawn.

11.8.5.5.2.2 Where it is determined that a reduced Regular employee's contracted level of workload is to be increased, the change shall be made in reverse order of employee reduction and shall be effective as of the immediately following August 1. Where there are no reduced RFT employees, the change shall be made to the most senior RPT employee and shall be effective as of the immediately following August 1.

11.8.5.6 Expiry of Rights to Further Assignments

11.8.5.6.1 A reduced Regular employee shall lose his/her rights to further assignments and cease to be an employee of the College when s/he has experienced an actual workload of zero sections for two consecutive years.

11.8.5.6.2 The records of Regular employees whose employment ceases because of reduction and all references supplied to others with respect to these employees shall clearly point out the nature of the cessation of employment, and every effort shall be made to avoid any stigma of dismissal being attached thereto.

11.8.6 Seniority Among Employees

- 11.8.6.1 Seniority within the functional area and other areas of previous assignment or appointment shall be applied if reductions in Regular employees are necessary.
- 11.8.6.2 Seniority shall be determined by counting all assignable sections as long as employment has been continuous. Leave of absence is not an interruption of continuous employment.
- 11.8.6.3 The following work shall be included in the calculations of assignable sections:
- all sections or sectional equivalency worked;
 - overload assignments;
 - section equivalencies when on Paid Educational Leave;
 - section equivalencies when on Exchange Leave;
 - release time to assume Union duties;
 - release time for jury duty;
 - bereavement leave time;
 - section equivalencies for Unpaid Educational Leave;
 - authorized sick leave, LTD periods and periods on WCB coverage;
 - parental leave periods;
 - section equivalencies for multi-location work;
 - section equivalencies while an employee is performing non-bargaining unit work at the College or seconded to positions outside the college for which the College has granted leave;
 - section equivalencies for coordination stipends.
- 11.8.6.4 No seniority will accrue for sections not worked as a consequence of personal leaves approved pursuant to Article 10.5.3 or as a consequence of work underloads approved pursuant to Articles 2.1.2.2 and provisions of 11.8.6.4 shall not apply to assignments under 2.1.2.3.
- 11.8.6.5 In instances of termination arising out of reasons other than reduction under 11.8 (resignation, dismissal with cause, termination for less than satisfactory performance, non-acceptance of a further offer of appointment) followed by a later appointment, no seniority from the previous appointment shall carry forward.
- 11.8.6.6 In instances of involuntary termination due to reduction followed by another appointment within a three-year period following the involuntary termination, seniority from the previous appointment shall carry forward, save that this value shall not be used for the determination of any future severance pay.
- 11.8.6.7 When two or more employees have an identical seniority level as determined by the calculation of seniority count, the employee whose date of commencement of employment is earliest shall be deemed the most senior. Where the employees commenced on the same date, the most senior employee shall be determined by a draw supervised by the College and the Union.
- 11.8.6.8 The date of appointment from which the seniority count begins shall be the commencement date of first appointment, whether Temporary or Regular.
- 11.8.6.9 Effective August 1, 1982, no more than eight (8) sections of seniority can be accrued in any academic year except where averaging of workload over two years has occurred.

- * 11.8.6.9.1 No more than 8 sections of seniority can be accrued in any academic year except where averaging of workload over two years has occurred.
- * 11.8.6.9.2 Notwithstanding 11.8.6.9.1, seniority will be calculated in accordance with the previous agreement (April 1, 1989 to December 31, 1991) for all work performed up until August 1, 1992.
- 11.8.6.10 The College and the Union agree that no advantage or disadvantage in seniority should accrue as a result of workload averaging pursuant to articles 6.11.1.1 or 6.11.1.2. In such cases, seniority at any time shall be calculated as if such averaging had not occurred.

Article 12

INSTRUCTIONAL MATERIALS CREATED WITHIN COLLEGE

12.1 The following arrangements apply to situations within the College in which members of the bargaining unit participate in the creation of instructional materials as part of their work for the College. The arrangements will not apply to the use of already existing materials in classes, to the copying or minor edition or rearranging of existing materials. These arrangements will apply only to the creation of instructional materials in cases where a significant amount of research and/or creative work has been required for the creation of instructional materials which are original.

12.2 Copyright

When an employee is assigned to develop instructional strategies/materials, copyright law provides that the copyright of these strategies/materials rests with the College in the first instance. Recognizing that the College is not a publishing house, and that the potential for royalty is strong motivation to authors and creators of innovative instructional strategies/materials, the copyright shall, upon request of the authors, be released to the authors on the following conditions:

12.2.1 That the College retains the right in perpetuity and without penalty to use these strategies/materials and/or alter these strategies/materials for their use but not for the purpose of profit.

12.2.2 The College may require that ten per cent (10%) of all royalties paid to, for or on behalf of the author, following such release of copyright by the College to him, be repaid, retained or paid to the College to defray the College's cost of their development.

12.3 Authorship

For the purpose of this Agreement the term "author" will mean the employee(s) responsible for the educational content of new materials and who play significant creative roles in the design and realization of the materials. If more than one person is involved in authorship, they shall have the right to determine the percentage of authorship borne by each such employee. In cases where agreement has not been reached when the work is completed, the College shall determine the proportion of authorship borne by each such employee.

12.4 Author's Copy

In all cases where instructional materials are produced pursuant to this provision, the College will provide the author one copy of the completed material, for the cost of the materials consumed in making that copy.

Article 13 LAW

13.1 Human Rights

The parties agree that the provisions of Section 8 of the Human Rights Act, SBC Chapter 22, 1984, apply as though included in, and forming part of, this Agreement.

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

13.2 College and Institute Act

The parties recognize and agree that except as modified by this Agreement, all the rights, powers and authority vested in the Board, in the Union or in any employee of the Board by the provisions of the College and Institute Act and any other applicable legislation or regulation are retained.

Article 14 TECHNOLOGICAL CHANGE

14.1 Definition

14.1.1 For the purposes of this Agreement the term "technological change" shall be understood to mean changes introduced by the College in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated.

14.1.2 Such changes as anticipated above shall include the following where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this Agreement was negotiated:

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

14.1.2.2 A change, related to the introduction of this equipment, material or process, in the manner in which the College carries out its educational objectives and operations.

14.1.2.3 Any change in work methods, organization, operations, or processes which affects one or more employees.

14.1.2.4 Any change in location at which the College operates.

14.2 Notice

When the College intends to introduce a technological change:

14.2.1 The College agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.

14.2.2 The foregoing notwithstanding, the College shall provide the Union, at least ninety (90) days before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

14.3 Data To Be Provided

The notice mentioned in 14.2 shall be given in writing and shall contain pertinent data, including:

14.3.1 The nature of the change.

14.3.2 The date on which the college proposes to effect the change.

14.3.3 The approximate number, type and location of employees likely to be affected by the change.

14.3.4 The effects the change may be expected to have on the employees' working conditions and terms of employment.

14.3.5 All other pertinent data relating to the anticipated effects on employees.

14.3.6 Draft changes and additions to the Collective Agreement (see 14.6).

14.4 Notice to Functional Work Areas

The notice mentioned in 14.2 and 14.3 shall also be given to the functional/subject area to be affected.

14.5 Consultations

Where the College had notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the College to protect the employees from any adverse effects. The College and Union agree to bargain in good faith on all aspects of the intended change.

14.6 Resulting Agreements

Where the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

14.7 Failure to Agree

Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the College of its intention of introduction of a technological change, and various matters, including compensation in the event of reduction, remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

14.8 Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the College until the matter is resolved by agreement or arbitration.

14.9 Reduction in Number of Regular Employees as a Result of Technological Change

14.9.1 In the event of a reduction in the number of regular employees in consequence of technological change, such reduction shall be governed by the reduction sequence provisions of this Agreement contained in 11.8.

14.9.2 During the period of employment between notice of reduction and reduction taking effect (as provided for 11.8), an employee shall retain his/her placement on the salary scale and level of earnings regardless of any transfer or reduction of duties performed by the employee.

14.10 Relocation or Reassignment

An employee cannot be relocated or reassigned within the College as a result of technological change without the written consent of the employee.

* Article 15 SEXUAL HARASSMENT

15.1 Sexual harassment shall be as defined in the College's Sexual Harassment Policy which is attached to, and becomes a part of, this collective agreement as Appendix E. Complaints of sexual harassment shall be addressed through the procedures contained in that Policy.

* Article 16 LEGAL INDEMNIFICATION

16.1 The College shall:

- a) exempt and save harmless each employee from any liability action arising from the proper performance of his or her duties for the College, and
- b) assume all costs, legal fees and other expenses arising from any such action.

* Article 17 CHILDCARE

17.1 The College shall create and maintain a registry of child care facilities available in the College region and shall provide that information to employees upon request.

Article 18 EARLY RETIREMENT PLAN

18.1 Eligibility

The College may offer to any employee the choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- is age 55 or over;
- has a minimum of ten (10) years pensionable service under the College Pension Act;
- is a regular employee at the time of early retirement;
- is on the maximum step of the salary scale;
- elects to cease employment with the College for the purposes of retirement.

18.2 Agreement

An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the College.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.

Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.

18.3 Benefit Options

18.3.1 Lump Sum Payment (OPTION "A")

The retirement benefit will be paid in one 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>
1	Up to 15% of annual salary
2	Up to 30% of annual salary
3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary

18.3.2 Purchase of Past Service Contributions for Early Retirement (OPTION "B")

The College will purchase, on behalf of the employee, past service contributions to the College Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

18.4 Financial Counselling

Each employee who accepts one of the foregoing incentives is entitled to attend a Financial Planning Workshop and to receive three (3) subsequent personal financial consultations conducted by

a firm of qualified financial consultants selected by the College. Fees for consultative sessions to a maximum of \$80 per session will be borne by the College.

* Article 19

EMPLOYEE ASSISTANCE PLAN

19.1

The parties agree to an Employee Assistance Plan to be administered by a joint College/Union committee.

IN WITNESS WHEREOF the Board of Capilano College has caused the name and seal of Capilano College to be affixed hereto in the presence of the Chairman of the College Board and the President, and the Union has caused these presents to be executed under the hands and seal of its proper officers duly authorized in that behalf, the day and year first above written.

CAPILANO COLLEGE

by:

THE CAPILANO COLLEGE FACULTY ASSOCIATION

by:

APPENDIX A

Date: _____

TO: Capilano College

RE: ASSIGNMENT OF WAGES, CHECK-OFF OF UNION DUES AND ASSESSMENTS

Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and to pay the Faculty Association of Capilano College, dues at the rate of 1.675% of my gross salary to be deducted on a monthly basis.

I understand these dues will be deducted from each pay period authorized herein and that this form must be received by the Payroll Department on or before the 15th of the month in which the first deduction is to be made, otherwise a deduction equal to two (2) months dues may be deducted in the following pay period.

I recognize that any objection that I now have, or may have in future, relative to the deduction of such fees, dues or assessments, is a matter only between the Union and myself, and no liability can attach to Capilano College in consequence of any such dispute or objection.

I acknowledge that I am required to execute this assignment authorizing the deduction of fees, dues and assessments from my wages as a condition of employment.

Name: _____

Signature: _____

CAPILANO COLLEGE

Social Insurance Number Received per: _____

*APPENDIX B

VISION CARE BENEFIT

Supplementary Benefit No. 3

Charges

1. Charges for eye examinations, including eye refractions, up to a maximum of
 - (i) one such examination per calendar year, if the individual or the dependent is under 21 years of age or over.
 - (ii) one such examination in any two consecutive calendar years, if the individual or the dependent is 21 years of age or over.
2. Charges for eye glasses or contact lenses and the fitting thereof, up to a maximum of \$150.00 in any two calendar years for each individual and each dependent.
3. Charges for one pair of contact lenses, if visual acuity is improved to at least 20/40 level and the same level of acuity is not possible through eye glasses, up to a maximum of \$200.00 for each individual and each dependent during the lifetime of the individual or the dependent.
4. An amount equal to 50% of the fees charged for the services of visual training and remedial exercises. The amount of the payment under this clause will not be subject to any percentage reduction set out in the first paragraph of the Basic Major Medical Expense Benefit of this provision.
5. Charges for diagnosis and treatment of accidental injury or disease to the eyes.

Limitation

Charges defined above may be included only to the extent that they are recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist.

APPENDIX C

APPLICATION AND WAIVER FORM RE EMPLOYEE BENEFITS

Reference - Article 9

TO: CAPILANO COLLEGE

In accordance with the provisions of the current Collective Agreement between the College and the Capilano College Faculty Association, I, _____

(please print name)

a) hereby acknowledge that the following coverages are mandatory for Regular employees as a condition of employment, and are optional for eligible Temporary employees:

Article 9.5.2	Group Life Insurance
Article 9.5.3	Accidental Death and Dismemberment Insurance
Article 9.5.4	Long Term Disability

b) hereby acknowledge that whereas I am eligible and entitled to participate in the following coverages, that

- i) I herein make application for enrolment in those benefit plans as indicated, or
- ii) I have on this date voluntarily elected to waive my rights to participate in those benefit plans as indicated.

	Enrolment Requested	Enrolment Waived*
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<u>Article 9.4.1</u>	<u>Basic Medical</u>	
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<u>Article 9.4.2</u>	<u>Extended Health</u>	
----------------------	------------------------	--

<u>Article 9.9</u>	<u>Dental</u>	
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<u>Article 9.5.2</u>	<u>Group Life Insurance</u>	
<u>Article 9.5.3</u>	<u>Accidental Death & Dismemberment</u>	
<u>Article 9.5.4</u>	<u>Long Term Disability</u>	

NOTE: - * Future participation, if permitted, is at the employee's expense with respect to satisfying the Insurer's requirements for late enrolment.

 - Responsibility for payment of benefit premiums is as set out in the Collective Agreement.

c) I also acknowledge that Superannuation (9.3) is based on the provisions of the Pension (College) Act.

I further acknowledge that my application must be accepted by the Insurer(s) and the acceptance confirmed to me, before the coverage becomes effective.

I further hereby acknowledge that whereas I am eligible and entitled as of this date, as an employee of Capilano College, to participate in certain benefit plans as provided for in the current Collective Agreement between the College and the Capilano College Faculty Association, I have on this date voluntarily elected to waive my rights to participate in those benefit plans indicated.

I have elected to waive my rights as set out above in conscious recognition of the fact that I may be required to submit evidence of satisfactory health, insurability and/or eligibility, and to satisfy other conditions imposed by specific Insurers, which evidence and/or conditions may not otherwise be applicable, in the event that I should decide at some future time to re-elect to participate in the said plans, where such re-election is permitted by the Insurers. I further recognize that any costs associated with satisfying the Insurers' requirements for a later enrolment will be borne wholly by myself.

SIGNATURE: _____

DATE: _____ S.I.N. _____

CAPILANO COLLEGE

Received per: _____

Date: _____

APPENDIX D

ARTICLE 10.6 - FACULTY/EMPLOYEE EXCHANGES

For the purpose of implementing Article 10.6:

1. The following are the principles governing exchanges for employees under this Agreement:

It is the policy of the College to encourage and facilitate exchanges of Capilano College employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the College. Faculty exchanges are viewed as, and should take the form of, professional development activities (rather than as concessions or awards to employees).

Faculty exchange proposals may be initiated by an employee, a department, or any other unit of the College; however, no faculty exchange shall be authorized without the approval of the department which shall agree to serve as host for the incoming faculty member. An exchange proposal for a Capilano College employee requires the formal approval of the President.

In general terms, a Capilano College employee on exchange at another institution shall remain an employee of the College for purposes of union membership, basic compensation and employee benefits, but agree to working conditions of the host institution while on exchange; equally, incoming exchange faculty remain employees of their own institutions but agree to the working conditions of Capilano College while on exchange here.

A Capilano College employee who participates in an exchange must agree to remain in the employ of the College for a minimum of one year.

2. The following are the basic procedures to be used for the implementation of faculty exchanges:

- (a) Applications for exchange are addressed to the functional area Coordinator.
- (b) A faculty exchange will be authorized only with departmental approval of the assignments and periods of exchange for both employee and faculty member concerned, normally at least four (4) months in advance of the exchange. The Union shall be advised of all exchange employees and of persons coming to the College on exchange.

- (c) The employee on exchange shall remain an employee of Capilano College, shall continue to receive salary and eligible employee benefits, and shall accept responsibility for all employee benefit coverage not provided by employee benefit programs of the College; the College will assist all employees considering exchanges in all matters related to employee benefit coverage. In the event of a possible work stoppage or other circumstances that could adversely affect the salary or benefits of an employee on exchange, the College shall advise the employee of the circumstance as far in advance as possible.
- (d) For purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
- (e) Formal evaluation of performance of employees on exchange will be waived.
- (f) Specific professional development projects will not be required of employees on exchange, although a period of professional development may be included in an exchange assignment.
- (g) A report to the department and to the Dean on the experiences while on exchange shall be required of all employees returning from exchange. The character of this report shall be established by the employees, the department and the Dean as part of the determination of the assignment on exchange.
- (h) Although the College makes no commitment to defraying costs incurred by an employee on exchange, it will consider some financial support for such.
- (i) The process of selecting exchange faculty members from other institutions should be similar to that for faculty appointments to Capilano College. A review of credentials and some substitute for a personal interview by the host department of Capilano College will be required.
- (j) The College will waive all tuition costs of courses for the dependents of faculty members on exchange at Capilano College.
- (k) The College shall make available to any department hosting an exchange faculty member a small budget to assist the department in its hosting responsibilities.
- (l) The College shall maintain an information clearing house on faculty exchange possibilities and shall distribute an informational newsletter on exchanges to employees from time to time.

(m) If an exchange, for whatever reasons, is not working, the institutions shall bear the responsibility without penalty to the exchange person or to the host departments.

3. The terms of this Agreement, as they apply to Capilano College Faculty Association members on exchange, are as follows:

Article 1-4: N/A

Article 5: An employee on exchange shall waive their right to grieve, under this article, conditions in the host institution; they shall, of course, retain their right to grieve conditions in the home institution via the home institution's procedures.

Article 6.1.1,
6.2.1,6.3.1,6.3.2,
6.4.1,6.5.1,6.6.2,
6.8.3: Conditions of the host institution should apply.

Article 6.7: An employee on exchange shall not be permitted to be a Coordinator while on exchange.

Article 6.8.4,
6.8.5,6.8.6: 1.The assignment dates of the host institution should apply.

2.Should the host institution deem that a reassignment is necessary, the onus shall be on the host institution to produce a reassignment satisfactory to the employee on exchange and that employee shall waive the right to grieve the reassignment.

Article 6.1.2,
6.2.2,6.3.3,6.4.2,
6.5.2,6.6.3: Conditions of the host institution should apply.

Article 6.9: (Professional Development): Recognizing that an exchange is a professional development activity per se, the normal professional development requirements of both institutions should be waived; the substance and timing of specific professional development activities should be included in the original assignments of the exchange individuals.

Article 6.10,6.11: Conditions of the host institution should apply.

Article 6.12: Anything banked under this article shall automatically be paid out by the College at the end of the exchange; conditions of the host institution apply.

Article 6.13: Institutions should agree that this will not be used for exchange individuals.

Article 6.14: Conditions of the host institution should apply.

Article 7.3: Conditions of home institution shall apply. All subsections for our faculty should be spelled out in the assignment prior to the approval of the exchange.

Article 7.4: Conditions of host institution should apply; a faculty member here shall not be assigned summer coordination.

Article 7.5: Conditions of the home institution should apply.

Articles 7.6,7.7: Conditions of the host institution should apply.

Article 7.8: Conditions of the home institution should apply.

Article 8: Conditions of the home institution should apply.

Article 9: Conditions of the home institution should apply. The applicability of benefits for employees on exchange should be determined in advance.

Article 10.1,10.2: Conditions of the home institution should apply.

Article 10.3: In principle, host institution should accept responsibility to attempt coverage as at home institution. Applicability should be determined in advance.

Article 10.4: Should not be implemented while on exchange.

Article 10.5.2: Conditions of the home institution should apply.

Article 10.5.3,
10.5.5: Conditions of the host institution should apply (interpreting these leaves as working conditions rather than benefits).

Article 10.5.4: N/A

Article 11.1,11.2: N/A

Article 11.3: N/A; however, our policy should ensure that faculty members accepted here on exchange should be selected by a process similar to, or a variation of, our selection process.

Article 11.4: N/A

Article 11.5: There should be no evaluation by either institution for an employee on exchange; rather, an employee's contract shall be extended for the length of time he/she has been on exchange.

Article 11.6: Conditions of the home institution should apply.

Article 11.8: An employee on exchange shall be entitled to the same notice as other members of the bargaining unit, conditions of the home institution should apply.

Article 12.1: If part of the assignment, conditions of the host institution should apply because the institution normally holds the copyright in the first instance.

Article 13: Conditions of the host institution should apply.

Article 14: N/A

Appendix A: Capilano College employees remain employees of the College and members of the bargaining unit.

These principles, procedures, and terms may be modified at any time by agreement between the parties to this Agreement.

EXECUTED THIS 14th DAY OF April 1987.

CAPILANO COLLEGE

CAPILANO COLLEGE FACULTY ASSOCIATION

by: "Hilda Rizun"

by: "Carol McCandless"

"Marie Jessup"

"Ed Lavalle"

APPENDIX E

SEXUAL HARASSMENT POLICY AND PROCEDURES

POLICY

1. Capilano College is committed to providing a working and learning environment that is free from sexual harassment. For the purpose of this policy, members of the College community include students, staff, faculty, and administrators. Capilano College abides by the Human Rights Act of British Columbia and the Canadian Human Rights Act and considers sexual harassment to be one of the eight prohibited grounds for discrimination under the B.C. statute. Actions contravening this policy may constitute grounds for a disciplinary response. All members of the College community have a responsibility to ensure awareness of, and adherence to this policy.
2. Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact when any one of the following occurs:
 - a) the conduct is engaged in, or the comment is made by, a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome;
 - b) the conduct or comment has the effect of creating an intimidating, hostile or offensive environment, and may include the expression of sexist attitudes, language and behaviour;
 - c) the conduct or comment exploits the fiduciary relationship between students and employees of the college;
 - d) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;
 - e) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
 - f) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

This policy is not intended to infringe upon the ability of instructors to academically discuss issues of harassment, sexism and sexuality.

3. The College shall appoint a Sexual Harassment Policy Advisor:

- a) to serve as the first official College contact in allegations of sexual harassment; and
- b) to provide a confidential advisory/information service to the parties involved in sexual harassment allegations; and
- c) to make appropriate recommendations to the President's Advisory Committee on Sexual Harassment; and
- d) to provide the College Community with information on the issue of sexual harassment and to lead the effort to educate the campus community on the Sexual Harassment Policy.

4. A President's Advisory Committee on Sexual Harassment comprised of representatives from the CCFA, OTEU, Student Society and Capilano College administration shall:

- a) review, from time to time, the effectiveness of the sexual harassment policy and procedures; and
- b) make appropriate recommendations to the President; and
- c) be available to the President for consultation regarding the selection of the Sexual Harassment Policy Advisor, and the development of a list of mediators.

5. Notwithstanding this policy and its corresponding procedures, the complainant shall, at his/her option, continue to have access to any applicable grievance and problem resolution procedures approved by the Board, or included in collective agreements, as appropriate; but a complainant may not concurrently pursue a particular sexual harassment complaint through these sexual harassment procedures if he/she pursues any other problem resolution procedure whether at common law, under statute or under any other College policy or collective agreement to which the College is a party.

PROCEDURES FOR ALLEGATIONS INVOLVING EMPLOYEES OF THE COLLEGE
AND/OR STUDENTS OF THE COLLEGE.

1. Complaints

A member of the College community who believes that she/he has a complaint of sexual harassment is encouraged to make a direct request of the harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Sexual Harassment Policy Advisor.

2. Consultation with Sexual Harassment Policy Advisor

2.1 The Sexual Harassment Policy Advisor will assist all parties involved in allegations of sexual harassment, in determining the basis, if any, for a complaint of sexual harassment; in formulating the complaint and/or response; and by explaining the options available through College policy or collective agreements. With the written agreement of the complainant, the Advisor may discuss the complaint with the alleged harasser (the respondent) in an effort to reach a mutually acceptable resolution without recourse to formal procedures.

2.2 Following consultation with the Sexual Harassment Policy Advisor the complainant has the following options:

- a) to proceed to mediation;
- b) to proceed to formal administrative action;
- c) not to take further action.

If the complainant decides to take no further action, the Advisor will not proceed and the matter will be closed.

- 2.3 If the matter becomes the subject of any other problem resolution procedure, including the subject of a charge laid pursuant to the Criminal Code of Canada, the Advisor shall not take any further action until the other process has been concluded and further action is requested by the complainant.

3. Mediation

If a complainant wishes to proceed to informal mediation, the following shall occur:

- 3.1 The complainant must provide the Advisor with a written complaint giving details of the alleged sexual harassment as defined in Section 2 of the Sexual Harassment Policy, including dates, times, places, names of individuals involved in the incident(s), names of any witnesses and any other relevant information.
- 3.2 Within five working days from the date of receipt of the written complaint, the Advisor shall inform the respondent of the allegation(s) and shall provide the respondent with a copy of the written complaint.
- 3.3 Within ten working days of the action in 3.2 above, the Advisor shall, if the respondent agrees, select a mediator from a list of potential mediators and shall receive agreement of the choice of mediator from both the complainant and the respondent. The mediator

chosen must be unbiased and independent of both parties. The list of mediators shall be established by the President following consultation with the President's Advisory Committee on Sexual Harassment and the Sexual Harassment Policy Advisor.

- 3.4 Within a period of thirty working days from the date of appointment of the mediator under 3.3 above, the mediation process shall be concluded. The options for resolution shall be of a voluntary or informal nature and shall not include the power of formal administrative action such as discipline. If resolution is achieved as a result of mediation, a written copy of the resolution shall be signed by the complainant and the respondent. A copy of the written complaint, the mediators report and the resolution shall be maintained by the Advisor in a confidential file for a period of six years from the date of mediation and shall be destroyed thereafter.

4. Formal Administrative Action

- 4.1 The complainant or the respondent may proceed to formal administrative action in the following circumstances, and within the time limits indicated, by notifying the Advisor in writing:
- a) if the respondent or the complainant does not agree to participate in informal mediation, within ten working days of the rejection of mediation;
 - b) if informal mediation does not resolve the dispute, within ten working days of completion of the mediation process.
- 4.2 If formal administrative action is invoked the following shall occur:
- 4.2.1 The Advisor shall forward a copy of the written complaint to the President who will forward it to the appropriate senior administrator.
 - 4.2.2 Within five working days of the action in 4.2.1 above the senior administrator shall inform both parties, in writing, of the receipt of the complaint, provide a copy of the written complaint if it has not already been made available pursuant to the informal mediation procedure, and invite a written response from the respondent within ten working days. The complainant shall be invited to deliver a written reply to the response within five working days after a copy of the response has been received by the complainant.

- 4.2.3 The senior administrator shall review the complaint or arrange for such review by an experienced fact finder. This process shall involve interviews with the complainant and with the respondent and, if required, with any witnesses. If a fact finder is chosen he or she shall report to the senior administrator concerned. This process shall be completed within 15 working days of receipt of the documents under 4.2.2 above.
- 4.2.4 The complainant and the respondent may each be accompanied by a person of their choice when interviewed by a fact finder.
- 4.2.5 Within ten working days of the conclusion of the review under 4.2.3, the senior administrator will submit a report on the allegation to the Director of Employee Relations. Such report may include the senior administrator's conclusions as to whether sexual harassment has occurred. Copies of that report will be provided to the complainant and the respondent. Within ten working days of receipt of the report of the senior administrator the Director of Employee Relations will submit a recommendation to the President. Such recommendation may range from complete exoneration of the respondent to disciplinary action in accordance with established policies and procedures and may include proposals for remedial or preventive action.
- 4.2.6 Within 20 working days of receipt of the recommendation of the Director of Employee Relations the President will make a decision and shall advise the parties in writing with copies to the Sexual Harassment Policy Advisor and senior administrator involved.
- 4.2.7 In cases where a senior administrator is accused of sexual harassment the President will act as the appropriate senior administrator as contemplated in 4.2.1.
- 4.2.8 Reasonable efforts will be made to protect the complainant from any subsequent harassment, discrimination, or reprisal which might arise as a result of the complaint.

5. Records

- 5.1 The Sexual Harassment Policy Advisor shall maintain his/her records, including the President's final decision, under this procedure in the strictest confidence.

6. Other Policies and Agreements

- 6.1 The application of the Sexual Harassment Policy and Procedures may be modified in specific instances, as is reasonably necessary, by the terms of existing College employment policies and collective agreements.

7. Amendments

- 7.1 No changes will be made to the Sexual Harassment Policy and Procedures without consultation with the appropriate faculty, staff, administrative and student organizations.

LETTER OF AGREEMENT
(2.1.3.1)

between

Capilano College
and
Capilano College Faculty Association

The parties agree that, effective August 1, 1992, all Regular Part Time employees whose appointment level is 4.25 or 4.5 sections or equivalent shall be deemed to be Regular Part Time employees at a level of half a full duty load.

The parties further agree that, effective August 1, 1992, all Regular Part Time employees whose appointment level is 6.5 sections or equivalent shall be deemed to have an appointment level of 6 sections or equivalent.

EXECUTED THIS 10th DAY OF December 1991.

CAPILANO COLLEGE

CAPILANO COLLEGE FACULTY
ASSOCIATION

by: "Marie Jessup"

by: "Val Cochran"

"Nancy Farley"

"Ed Lavalley"

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Collective Agreement

between

CAPILANO COLLEGE

and

CAPILANO COLLEGE FACULTY ASSOCIATION

January 1, 1992 - December 31, 1994