

# AGREEMENT

*Between*



*and*



**April 1, 2010 to March 31, 2014**

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## COLLECTIVE AGREEMENT

THIS AGREEMENT, effective April 1, 2010 and entered into on February 3, 2014.

BETWEEN:

CAPILANO UNIVERSITY, in the Province of British Columbia,  
(hereinafter called “THE UNIVERSITY” or “THE UNIVERSITY BOARD”)

OF THE FIRST PART

AND:

THE CAPILANO UNIVERSITY FACULTY ASSOCIATION,  
In the Province of British Columbia,

(hereinafter called “THE UNION” or “THE CFA”)

OF THE SECOND PART

WHEREAS the University Board is an employer within the meaning of the *Labour Code of British Columbia*;

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

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

## **Article 1    AGREEMENT**

### **1.1            TERM**

#### **1.1.1        Term**

This Agreement shall be binding on the respective parties from April 1, 2010 to March 31, 2014. 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 50 (2) of the *Labour Relations Code* 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 University 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 University.

1.4.4        Once annually, the University shall provide the Union with information on all subleasing or renting of space. Such information shall include anticipated subleasing or renting as known at the time of the report.

**1.5**            **DATE OF CONTRACT**

- 1.5.1            Notwithstanding the provisions of 1.1.1 above, where this Agreement contains terms and conditions which are changed from those contained in the prior Agreement, such terms and conditions shall become effective on March 3, 2014, except where such changes are effective on the dates indicated in the particular article.
- 1.5.2            The amount allocated to employees under Paid Educational Leaves (10.4) shall be in accordance with the contract provisions in effect when the paid educational leave proposal was received and approved.

**1.6**            **INFORMATION RELEASE**

- 1.6.1            The University 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 University with prior written authorization for such release.
- 1.6.2            Nothing in the above provision shall restrict the University in furtherance of the proper administration of this Agreement or in the reasonable and proper conduct of the University's affairs, and shall include, but not be limited to, from the supply of statistical data to the Ministry responsible for the University or other government bodies to which it is accountable, and the supply of information to other educational institutions.

**1.7**            **ADMINISTRATORS TEACHING**

- 1.7.1            Administrators may be assigned instructional duties with the following provisions:
  - 1.7.1.1           functional areas must have received their budgeted section allocations for the coming year prior to an administrator teaching proposal being made;
  - 1.7.1.2           work that would otherwise be assigned within the bargaining unit may not be assigned to an administrator;
  - 1.7.1.3           such assignments shall be made in accordance with the provisions of 6.7.2.5 without the participation of the administrator in the consultative process;
  - 1.7.1.4           administrator's instructional qualifications shall be assessed through a search like process which, to the extent possible, will parallel that used for the hiring of instructional faculty;
  - 1.7.1.5           administrators holding instructional assignments shall be evaluated for those assignments in accordance with 11.5 and recommendations of the evaluation committee shall be forwarded to the Union;
  - 1.7.1.6           such assignments shall not constitute contracting out as contemplated under 1.4 of the Collective Agreement;

- 1.7.1.7 such assignments shall not carry remuneration or benefits beyond the release from an equivalent amount of administrator duties. Such release is at the discretion of the University;
- 1.7.1.8 instructional assignments to administrators will only occur after discussion and agreement between the Union and the University. The Union will not unreasonably withhold its agreement to such assignments.

## **Article 2 GENERAL**

For purposes of this Agreement, the following shall apply:

### **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 eight (8) instructional sections or the equivalent, over an academic year, unless the Reduction Sequence in 11.8 is employed.

2.1.2.2 A regular full-time employee may opt for a duty load pursuant to 2.1.2.3.1.

#### **2.1.2.3 Underloads**

2.1.2.3.1 Less than a full duty load may be assigned on a basis agreed between the employee, the Coordinator and the Dean. Except as provided in 2.1.2.3.2, less than a full duty load cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.5.2 is part of a duty load for the purposes of this clause (see 2.8).

2.1.2.3.2 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 caregiver.

#### **2.1.2.4 Change in Status from RFT to RPT**

2.1.2.4.1 With the permission of the Union and the University, 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 Dean. The reduction to RPT status must not result in an RPT position with an appointment level below four (4) sections (see 2.8).

2.1.2.4.2 An RFT employee who is approaching retirement, and who has had his/her appointment status converted to RPT under 2.1.2.4.1, shall continue to accrue seniority as if an RFT (see 2.8).

**2.1.3 Regular Part-time Employee**

2.1.3.1 A regular part-time (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 Dean. A duty load less than the regularized level of an RPT cannot be assigned for more than two consecutive academic years (see 2.8).

2.1.3.2 An RPT employee's commitment level shall not be changed unless the Regularization process in 11.7.3, the Reduction Sequence in 11.8, or a request of the RPT employee for a permanent reduction is approved by their functional area, Dean and the Union.

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

**2.1.3.4 Underloads**

2.1.3.4.1 A duty load of less than the commitment level may be assigned on a basis agreed between the employee, the Coordinator and the Dean. Except as provided in 2.1.3.4.2, less than a full duty load cannot be assigned for more than two consecutive academic years. Release time provided under 10.5.5.2 is part of a duty load for the purposes of this clause (see 2.8).

**2.1.3.4.2 Primary Care Giver Underload:**

A duty load of less than the commitment level 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.

**2.1.3.5 Change in Status for RPT**

With the permission of the Union and the University, an RPT employee may reduce his/her status to a lower appointment level agreed to in writing by the employee, the Coordinator and the Dean. The reduction must not result in an RPT position with an appointment level below four (4) sections (see 2.8).

**2.1.4 Regular Limited Term Employee (see 2.8)**

2.1.4.1 Subject to the provisions of 11.4, a regular appointment, not to be governed by 11.4.4 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 University. Such regular limited term (RLT) appointments shall not be unreasonably withheld.

- 2.1.4.1.1 In exceptional circumstances where a program or department requires unusual skills, credentials or experience on the part of faculty (e.g. a post baccalaureate program), an RLT appointment may be created with a term workload of one section or more. Such RLT 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.
- 2.1.4.3 Where an RLT position carries more sections than are available to existing RPT employees, an RPT employee who has the required subject competency and/or qualifications shall be offered the RLT position.
- 2.1.4.4 In the event that an RPT position is vacated by the operation of 2.1.4.3, 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 2.1.4.3.
- 2.1.4.5 At the option of the functional area, and with the approval of the Dean, an RLT position which is not automatically filled by an RPT employee shall be filled after consideration of existing non-regular employees only. If the position cannot be filled in this way, the normal search and selection processes shall occur.
- 2.1.4.6 Any RLT employee who has vacated an 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 non-regular employee who has filled an RLT position is likewise entitled to revert to non-regular status upon the expiry of the RLT position.
- 2.1.4.7 If an RPT position is not reassumed as a consequence of 2.1.4.6, the resulting RPT vacancy shall be filled by the normal search and selection processes.
- 2.1.4.8 See also 11.4.3.
- 2.1.4.9 See 2.1.5.2.

**2.1.5 Non-Regular Employee**

- 2.1.5.1 A non-regular employee is one employed pursuant to 11.4.5 of this Agreement.
- 2.1.5.2 At the option of the functional area and with the approval of the Dean, the search process to fill a vacant regular position shall first consider only those non-regular employees who have rights to a reappointment, RLT employees or employees having had a combination of work as a non-regular and RLT employee. The non-regular, RLT, or the RLT/non-regular combination employee must 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 apply. The Dean'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 University. The auxiliary employee’s appointment 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 based on the step with the lowest Combined Per Annum salary for the applicable classification of the work being performed pursuant to Article 7.
- 2.1.6.3 Normal processes of appointment, evaluation and reappointment are not required for auxiliary employees.
- 2.1.6.4 Auxiliary employees subsequently hired as non-regular or regular employees are to have their auxiliary workload recognized for scale placement and PEL credits. Auxiliary employees subsequently hired as regular employees are to have their auxiliary workload recognized for seniority under 11.8.6.
- 2.1.7 Deleted effective March 3, 2014 but numbering remains for document integrity.

**2.1.8 Dean**

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

2.1.2	6.8.9	8.3
2.1.3	6.10	10.5.2
2.1.4	6.11	11.1
5.6	6.12	11.3
6.2.2	6.15	11.4
6.4	7.4	11.6
6.7	7.6	11.7
6.8.3		

2.1.8.2 Where the term “appropriate Dean” is used in 11.5.3.2.5, it shall be deemed to include an instructional Vice President, appropriate Dean or the University Librarian for the job classification described in 6.5 or for special appointees within the Library.

2.1.8.3 Where the term “Vice President” is used in any provision of this Agreement not listed in 2.1.8.1 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.



**2.1.9 Employer**

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

**2.1.10 Management**

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

**2.2 RECOGNITION OF UNION REPRESENTATIVE**

The University shall recognize the members of the Union Executive, Union 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 lawfully carrying out duties proper to those positions.

**2.3 EXTENSION PROGRAMS 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 Programs and Services (EPS) to any person receiving an honorarium from the University for services rendered within EPS.

2.3.2 Notwithstanding the above, and recognizing that EPS courses, programs and activities form part of the University curriculum, the University and the Union agree to the following operating principles:

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

2.3.2.2 Those activities designated as EPS 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 Senate or its successor.

2.3.2.3 For EPS 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 University.

2.3.2.4 The evaluation of instructors of EPS activities which are related to the disciplines within bargaining unit work shall be consistent with the criteria in 11.5.2.

Evaluations of EPS instructors shall have effect only with respect to reappointment to EPS activities.

## 2.4 **TERMS AND INTERPRETATION**

### 2.4.1 **Terms**

Except where specific definitions of words, terms or 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 1<sup>st</sup> to the following July 31<sup>st</sup>.

***“agreement”*** – means the entirety of the current Collective Agreement entered into between the Union and the University, 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.

***“appointment”*** – a commitment by the University to employ an individual in a position. The outcome of an appointment is that an employee occupies or continues to occupy a position as a result of 11.3, 11.4 and 11.5 (Faculty Appointments, Appointments, and Evaluation Procedures)

***“approaching retirement”*** – means an employee with ten (10) full time equivalent years’ experience in the British Columbia public post-secondary system and who is age 55 or older.

***“assignments”*** – means the workload assigned to an employee measured in sections or section equivalencies.

***“auxiliary employee”*** – has the meaning of 2.1.6.1.

***“commitment level”***– for regular employees “commitment level” means the minimum assignment to be given on an ongoing basis each academic year, unless altered through the use of 11.5, 11.6, 11.7 or 11.8 (Evaluation, Termination and Suspension, Regularization and Reduction).

***“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 University who are within the scope of the bargaining unit as described in 3.1 including any non-regular employee not currently assigned who has reappointment rights. An employee does not cease to be an employee by virtue of being on any authorized leave under this Agreement.

**“*Extension Programs and Services (EPS)*”** – is the successor term to define that part of the University’s operation previously known as “Community Education.”

**“*full duty load*”** – means eight (8) instructional sections, or the equivalent, over an academic year.

**“*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 Dean for the purposes of submission of final grades.

**“*instructional Vice President*”** – a Vice President responsible for programs and/or curriculum.

**“*position*”** – a job or amount of work being performed, or expected to be performed, by an employee. A position is qualified by status (auxiliary, non-regular, or regular), classification (see Article 6), commitment level, and functional area. A position occupied by an employee does not necessarily cease to exist as a result of that employee ceasing to have an employment relationship with the University.

**“*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.

**“*reduction-generated appointment*”** – RGA – an appointment given to a regular employee reduced in the functional area to which s/he is appointed and given an appointment (RGA) through a bump (see Article 11.8).

**“*regular employee*”** – has the meaning of 2.1.1.

**“*regular full-time employee*” (RFT)** – means a regular employee with a commitment level of a full duty load.

**“*regular limited term employee*” (RLT)** – means a regular employee appointed to a regular limited term appointment as described in 2.1.4 and 11.4.3. Regular limited term employees are either full-time (RLTFT) or part-time (RLTPT).

**“*regular part-time employee*” (RPT)** – means a regular employee with a minimum commitment level of one half of a full duty load, but less than a full duty load, over an academic year.

**“*regularization*”** – has the meaning of 11.7.

**“*retiree*”** – means a recipient of a pension under the *College Pension Act* who was previously employed by Capilano University, or a former employee of Capilano University, with a minimum period of employment at the University of ten (10) FTE years, who has retired from work.

**“satisfactory evaluation”** – for a non-probationary employee means an evaluation without alerting and guidance, or termination, and for a probationary employee means the employee has met the standard required to be hired as a regular employee.

**“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.

**“non-regular employee”** – has the meaning of 2.1.5.1.

**“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**

2.4.2.1 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.

2.4.2.2 Where an article includes a reference to 2.8, the requirements of 2.8 shall have priority.

## **2.5 COLLEGIAL MODEL**

2.5.1 The University supports a collegial model of administration, which encourages decisions to be made by appropriate functional areas. The University supports a sub-administrative structure of Coordinator positions to facilitate effective decision making at the functional area level and to enable the views of faculty to be known and considered with respect to educational policies and practices, and decisions made by the University.

2.5.2 The University endorses a collegial working environment whereby faculty and management personnel endeavour to work collectively to serve the overall best interest and needs of the University community. Therefore, the University shall fund a reasonable number of sub-administrative release sections for coordination to be assigned pursuant to 11.1 in order that a collegial working environment be facilitated and that the duties and responsibilities of Coordinators, as set out in 6.7 and other applicable articles, be properly discharged.

2.5.3 The Vice President and Deans shall consult with a functional area through the Coordinator of the functional area.

**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 for which the meeting is called. The announcement of that meeting shall be issued to all who have a right to attend the meeting.

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

2.6.3            The results of the meeting will be communicated to the appropriate Dean.

**2.7**            **PROFESSIONAL REPRESENTATION**

The Union is recognized as having an interest in the professional lives of its members.

**2.8**            **DECISION MAKING MODEL**

2.8.1            This model applies only to those decisions and determinations listed in tables 1 and 2 below. Other decisions or determinations may be added to these tables by agreement of the Joint Standing Committee.

2.8.1.1         This model is predicated upon a belief that indicated recommending bodies are usually best positioned and qualified to make the following decisions and determinations. It is in the interests of both parties to ensure a timely process for making fair and reasoned decisions that are in accordance with statutory obligations, Collective Agreements, and established University policies.

**2.8.2**            **Decisions**

2.8.2.1         Recommendations of a functional area, Coordinator or a committee created under the Collective Agreement shall become binding decisions unless the appropriate administrator intervenes to refuse them. It is the responsibility of the functional area, Coordinator or committee to notify the appropriate administrator of the decision in a timely fashion. The default recommendation shall indicate the date of the decision, the date of expected implementation, and the date the notice was forwarded to the appropriate Dean. The appropriate administrator may intervene in a timely fashion to refuse such a recommendation only if s/he determines that the recommendation is contrary to one, or more, of the following:

- a. the collective agreements
- b. established University policies
- c. established functional area policies (see 2.8.2.7.8)
- d. established functional area budgets
- e. University statutory obligations
- f. time tabling requirements

- g. space/facility/equipment limitations
- h. essential program requirements
- i. competency requirements
- j. established committee policies (see Table 1 below for committees)

- 2.8.2.1.1 In addition to the above criteria, the appropriate administrator may also act without a recommendation when such a recommendation is not available, or cannot be available, in a timely manner.
- 2.8.2.1.2 The appropriate administrator may also refuse a recommendation of a functional area, Coordinator or committee if s/he believes it to be unreasonable.
- 2.8.2.1.3 In this Article, a timely fashion is one that, as applicable, allows a sufficient period of time for the administrator to review the recommendation and, if necessary, refuse it before the recommendation is implemented, while ensuring that the operational needs of the University are met, or that allows the functional area, Coordinator, or committee to proceed to implement the recommendation within a reasonable time period in order to meet the operational needs of the University.
- 2.8.2.2 Functional areas with six, or fewer, members shall not have access to this decision making model for those decisions identified by asterisks (\*) in Table 1 below.
- 2.8.2.3 For the purposes of 2.8, established University Policies may only be created or changed after full consultation under the Collective Agreement.
- 2.8.2.4 Functional area policies may only be created or changed by the functional area after full consultation with the appropriate administrator.

**2.8.2.5 Table 1: Decisions**

Recommendation Concerning	Recommending Body
Assignment	Functional Area
Challenge Decision	Challenge Committee
Committee Policy Creation and Changes	Committees (per Table 1)
Coordinator Removal	Functional Area
Coordinator Selection	Functional Area
Course Cancellation Allowance	Coordinator
Course Outlines	Coordinator
Exceptional Sections	Functional Area
Faculty Exchanges *	Functional Area
Functional Area Operating Expense Budget Distribution	Functional Area
Functional Area Policy Creation and Change	Functional Area
Increased RPT Commitment Level	Functional Area
Independent Study Sections	Functional Area
Number of Different Preparations	Coordinator
Office Hour Scheduling	Coordinator
Overloads	Functional Area
PEL Awarding	PEL Committee
Personal Leave Approval *	Functional Area
Posting Content	Coordinator

<b>Recommendation Concerning</b>	<b>Recommending Body</b>
Professional Development Proposal	Functional Area
Professional Development Report	Functional Area
Reassignment	Functional Area
RLT Creation *	Functional Area
RLT Selection *	Functional Area
Scale Placement Appeals	Placement Review Cttee.
Scheduled Hours Delivered *	Functional Area
Search Committee Est.	Coordinator
Special and Equivalent Workloads	Functional Area
Student Overload Comp.	Coordinator
Timetabling	Functional Area
Underloads	Functional Area
Unpaid Educational Leave Approval *	Functional Area
Vacation Scheduling	Coordinator
Voluntary Reduction in Regular Status	Functional Area
Waiver of Hour Restrictions	Coordinator
Workload Averaging	Coordinator
Workload Review	Equivalent Workload Cttee.

\* see 2.8.2.2

### **2.8.2.6 Determinations**

Some areas of the Collective Agreement require a determination to be made rather than a decision. When a recommending body makes a recommendation about a determination to the appropriate administrator, the administrator may refuse the recommendation only when s/he can demonstrate that the determination of the functional area was incorrect.

#### **2.8.2.6.2 Table 2: Determinations**

<b>Determination Concerning</b>	<b>Determiner</b>
Bereavement Leave	Coordinator
Parental Leave (all)	Coordinator
Sick Leave	Coordinator

### **2.8.2.7 Complaints and Grievances Under the Decision Making Model**

#### **2.8.2.7.1 Administrator Acts on Own Volition**

When an administrator acts on his/her own volition to refuse a recommendation or determination above, or acts without a recommendation, the refusal or action is subject to review through the provisions of the grievance/arbitration language of the Collective Agreement. In such a case, the onus rests with the University to show that the recommendation was contrary to one or more of the specified criteria; unreasonable; absent or untimely.

#### **2.8.2.7.2 Time Limit for Complaint**

If an affected employee disagrees with a recommendation s/he may file a formal complaint against the recommendation with the appropriate administrator. Such a

complaint must be filed within 10 working days of the employee first becoming aware of the decision, or within 10 working days of the date upon which the employee could reasonably have been expected to have been aware of the decision. If the employee does not file a formal complaint within the 10 working days s/he cannot grieve.

### **2.8.2.7.3 Dispute Resolution Committee**

2.8.2.7.3.1 When the appropriate administrator receives a formal complaint within the 10 working days cited above, s/he will refer the complaint to the faculty Dispute Resolution Committee and will advise the Committee of the necessary timelines for resolution of the complaint. The Union shall appoint all members to the Committee. The Committee shall attempt to resolve the disagreement between the faculty member and the recommending body.

2.8.2.7.3.2 Timelines for filing a grievance on the dispute will be suspended while the Committee attempts to resolve the disagreement. The University will delay acting upon the recommendation until the Committee reports its outcomes or recommendations, unless it is operationally unable to do so.

### **2.8.2.7.4 Resolution of Dispute by Committee**

The recommending body and the complainant may agree to resolve the dispute by agreeing with or changing the recommendation. When a dispute is so resolved by changing a recommendation, it becomes a new recommendation, which the original complainant may not dispute. No further action is required on the complaint by the appropriate administrator unless another employee files a complaint against the new recommendation.

### **2.8.2.7.5 Failure to Resolve Dispute**

When the Committee reports that no mutually agreeable resolution is possible between the complainant and the recommending body, or when no report is forthcoming within the prescribed period of time, the appropriate administrator shall refer the matter back to the recommending body for review. The recommending body shall review the recommendation in light of the formal complaint, the comments, if any, of the Committee and comments, if any, from the appropriate administrator. Upon completion of the review, the recommending body shall make a new recommendation or confirm the original recommendation.

### **2.8.2.7.6 Administrator Accepts Recommendation**

If, after the second review, the appropriate administrator accepts the recommendation of the recommending body, the affected employee may grieve the decision. When the complaint process, as outlined in 2.8.2.7.3, 2.8.2.7.4 and 2.8.2.7.5 has been followed, the grounds for such a grievance are limited to an allegation that the Collective Agreement has been violated by the final decision. The process of reaching the original decision is not grievable. The University's failure to properly follow the Complaint Process is grievable. In any grievance arising under this



provision the onus rests with the employee. Information gathered as part of the Complaint Process is admissible as part of a subsequent grievance.

**2.8.2.7.7 Administrator Rejects Recommendation**

If, after the second review, the appropriate administrator's decision differs from the recommendation of the recommending body and there is a resulting grievance, the onus of showing that the recommendation was contrary to the criteria in 2.8.2.1, or was unreasonable, rests with the University.

**2.8.2.7.8 Definition of Functional Area**

For the purposes of this decision making model, the term "functional area" is intended to denote the largest area directly involved with and impacted by the decision. "Functional areas" include, but are not limited to, the following:

- Divisions
- Minor Divisions
- Coordinated Areas
- Departments

**Article 3 UNION RIGHTS**

**3.1 BARGAINING UNIT DESCRIPTION**

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 Labour Relations Board of British Columbia on November 27, 1973 as well as those employees not covered by the certification of the Canadian Office and Professional Employees' Union, Local No. 378, or excluded from either union certification under the provisions of the Labour Relations Code. The University recognizes the Union as the sole bargaining agent for all such employees.

**3.2 UNION DUES**

3.2.1 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"), the University shall deduct from all employees an amount equal to the monthly dues of the Union.

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 University within ten (10) working days of the commencement of duties.

3.2.3 The University shall deduct the monthly dues as authorized following the employee's authorization. The University 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 University in writing of all dues required by the Union. The Union recognizes and agrees that the University'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 University 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 University must forthwith cease to make such deductions. The University 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 University 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 University for the purposes of complying with any provision of this Article.
- 3.2.7 The University 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 continue 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 UNIVERSITY FACILITIES BY 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 University, 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 are charged against the departments or instructional areas.
- 3.3.3 Instructional activities and duties shall be scheduled in a manner which ensures Tuesdays from Noon to 1:00 p.m. or from 12:30 – 1:30 p.m. being free to allow employees to attend Union meetings. The Union shall be advised by the University of instructional activities schedule by March 1 of each year.
- 3.3.4 The University shall make every reasonable effort to provide equipment and software to individual Union executive members' offices so that they may access the University computer network.

### **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 Labour Relations Board, which arises out of a

dispute as defined in the *Labour Relations Code*. 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 University business away from the University 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 this Article.

3.4.4 Subject to 9.10, and in the following manner, the University 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 University:

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 University on a monthly basis 100% of premium costs.

### **3.5 DUTY TO NOTIFY UNION OF WORKLOADS**

3.5.1 The University 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, and 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 University to the employee.

3.5.4 Notwithstanding the above, the University 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 University shall provide a copy of the Agreement to each member of the bargaining unit.

3.6.2 The University 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 University, at its cost, will provide print copies of the Collective Agreement for Coordinators, Stewards and Union Executive Members, plus 50 additional copies. If the Union requests additional copies it will pay \$5.00 per copy thereafter. An electronic copy of the Collective Agreement will be provided on the University web site.

**3.7 FINANCIAL INFORMATION**

- 3.7.1 The University and the Union agree that, in the interests of open administration, the University will not unreasonably withhold financial information from the Union.
- 3.7.1.1 Without limiting the generality of the foregoing, the University 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 University 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 University notice boards.
- 3.8.1.2 If a position is not to be filled or is not to be continued, the University shall so advise the Union with explanation.
- 3.8.1.3 Notification of University-wide positions to be filled by assignment or reassignment shall be given to the Union and shall be posted on University notice boards.
- 3.8.2 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.
- 3.8.2.1 The appropriate Coordinator and/or Dean shall ensure a consultative process for the assignment or reassignment of these release sections.
- 3.8.3 All notices and postings shall include the following information (see 2.8.2):
- 3.8.3.1 The status of the position (i.e., whether it is regular, regular limited term, non-regular, or auxiliary).

- 3.8.3.2 The classification of the position (i.e. whether it is instructor, counsellor, instructional associate (conversation monitor or language laboratory monitor), private music instructor, laboratory supervisor, librarian or special appointee).
- 3.8.3.3 The functional area, title, and a short description of the duties of the position.
- 3.8.3.4 The required qualifications.
- 3.8.3.5 The minimum level of work and whether or not it is full-time or part-time and, if part-time, the proportion of a full-time position.
- 3.8.3.6 The start date, deadline for applications, and any other relevant information.

**3.9 INFORMATION TO BE ROUTINELY PROVIDED TO UNION**

- 3.9.1 Once per term the University shall provide to the Union a list of employees within the bargaining unit setting out the employees:
  - address
  - telephone number
  - payroll number
  - pay grade and job classification
  - department
- 3.9.2 Once per month the University shall provide to the Union the names of employees hired, promoted, transferred, discharged, on Workers' Compensation, absent due to illness or injury and all employees who have left the employ of the University who fall within the bargaining unit description. With respect to employees who have been hired or promoted, the University shall also submit a list of the employee's academic and job qualifications.
- 3.9.3 Once per year the University shall provide the Union with a list of employees within the bargaining unit setting out their seniority in terms of sections worked.

**3.10 RIGHTS UNDER COLLECTIVE AGREEMENT**

- 3.10.1 The University shall not discriminate against employees for exercising their rights under this Collective Agreement.
- 3.10.2 The University shall not discriminate against Union stewards for carrying out their duties.

## **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 University or his/her designate and the President of the Union or his/her designate and one additional member appointed by the University and the Union. 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 alternate co-chairperson. The University co-chairperson and the Union 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 University representative and one Union 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 University and the Union. 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 University and the Union, 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 University and the Union, or between the University 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 grievor and the appropriate Administrator (or the Union if the University is the Grievor). 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. For the purposes of this clause, the term “Union representative” means a member of the Union executive or 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. This stage shall not exceed fourteen (14) calendar days.

#### **5.2.2 Stage II**

5.2.2.1 If the grievance is not resolved at Stage I, the grievance may be referred to the Mediation Committee in writing by the grievor, the Union or the University. 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 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. For the purposes of this clause, the term “Union representative” means a member of the Union executive or 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 the grievance is not resolved at Stage II, 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 referring party shall present to them a statement in writing setting out 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 the grievance is not resolved at 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 If the grievance is referred to arbitration, the referring 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.

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, unless otherwise agreed by the parties.

**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 other expenses of the Arbitration Board, shall be paid equally by the Union and the University.



**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 University. 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 grievance.

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**

5.5.1            In the pre-grievance period, written references to a potential grievance are without prejudice in any arbitration of the issue.

5.5.2            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 Dean. 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 University 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 University and to secondary school students in the University 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 Undertake 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 Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- 6.1.1.9 Participate in functional area meetings.
- 6.1.1.10 Perform 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      Teach within their areas of competency, the subject matter and/or skills required in University programs.

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

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

6.2.1.4      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      Maintain professional competence and qualifications in appropriate fields of study, and keep up to date with developments in these fields.

6.2.1.6      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      Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.

6.2.1.8      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      Participate in functional area meetings

6.2.1.10     Perform other functions and responsibilities ancillary to the above as assigned.

**6.2.2**        **Workload** (see 2.8)

**6.2.2.1**      **Number of Students**

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

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 above. Where an overload arrangement is necessary, the arrangements must be agreeable to the Instructor, the Coordinator and the Dean. Such arrangement may or may not include an agreement that the student overload will be compensated. The University will not be liable for any overload payments to instructors unless a specific agreement to make such payments has been made by the Dean in advance of the overload occurring. An instructor may not admit overload students without the prior approval of the Dean.

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:

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

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:

$$\text{Section Equivalency} = \frac{1}{4} \times \left( \frac{4}{5} \times \frac{2n}{35} \right)$$

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 Dean, 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.** (see 2.8)

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** (see 2.8)

**6.2.2.3.1** One scheduled student contact hour is defined as:

**6.2.2.3.1.1** one hour scheduled in the University'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 student contact hours per section is capped at 2240;
- the number of student contact hours 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 Dean, only in accordance with the Collective Agreement. Such arrangements must be in writing and a copy must be provided to the Union once agreement has been reached.

**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 Dean are made (see 2.8).

6.2.2.6.3 The University shall make every reasonable effort to provide, prior to the start of term, equipment and software to an individual faculty office where the faculty are required to teach or answer questions about a particular software package used in a course or as part of assigned student contact hours. Coordinated areas shall make every reasonable effort to provide the University with sufficient advance notice of the computer/software requirements to allow it to provide this equipment.

**6.2.2.7 Independent Study and Exceptional Sections** (see 2.8)

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 University 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 Dean, 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 Dean, 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;

$$\textit{Stipend in dollars} = \frac{s}{5} + \left(\frac{4s}{5} \times \frac{x}{22}\right)$$

or

$$\textit{Section equivalent} = 0.2 + \frac{0.8x}{22}$$

where:

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

$x$  = number of students in section.

6.2.2.7.5 This article does not apply to EPS activities (see 6.15)

### **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 Instruct within their areas of competency the subject matter and/or skills required in University programs.
- 6.3.1.1.2 Direct conversation seminars, developing student confidence in the oral-aural use of the language.
- 6.3.1.1.3 Undertake the necessary preparation for conducting conversation seminars.
- 6.3.1.1.4 Make evaluations and/or appraisals of students as required and to keep any records required for this purpose.
- 6.3.1.1.5 Be available for consultation and/or discussion outside of classroom hours.
- 6.3.1.1.6 Maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
- 6.3.1.1.7 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 Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- 6.3.1.1.9 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 Conduct field trips as required.
- 6.3.1.1.11 Participate in functional area meetings.
- 6.3.1.1.12 Perform other functions and responsibilities to the above as assigned.

#### **6.3.2 Language Laboratory Monitor**

##### **6.3.2.1 Duties and Responsibilities**

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

- 6.3.2.1.1 Conduct language labs, developing student confidence in the oral-aural use of the language.
- 6.3.2.1.2 Instruct within their areas of competency the subject matter and/or skills required in University programs.
- 6.3.2.1.3 Mark lab books or other assignments as required and to keep any records required for this purpose.
- 6.3.2.1.4 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 Demonstrate lab techniques and the correct use of equipment to students.
- 6.3.2.1.6 Be available for consultation and/or discussion outside of classroom hours.
- 6.3.2.1.7 Maintain competence and qualifications in appropriate fields of study and to update skills and techniques in these fields.
- 6.3.2.1.8 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 Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
- 6.3.2.1.10 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 Conduct field trips as required.
- 6.3.2.1.12 Participate in functional area meetings.
- 6.3.2.1.13 Perform other functions and responsibilities to the above as assigned.

### **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 Dean. In cases of dispute, the Dean may assign the duties. If 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 Dean, with the intent of settling the reassignment by consent. The Dean may make the reassignment and the employee may grieve the reassignment.



**6.4            LABORATORY SUPERVISORS**

**6.4.1        Duties and Responsibilities**

- 6.4.1.1      Laboratory Supervisors will provide practical and applied knowledge and skills derived from 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    Supervise and organize a laboratory.
  - 6.4.1.2.2    Instruct where assigned, and within their areas of competency, the subject matter and/or techniques and skills required in the laboratory portion of the University programs.
  - 6.4.1.2.3    When required, 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    Provide, where applicable, assistance to and work with instructors in the operation of assigned laboratory sessions.
  - 6.4.1.2.5    Maintain competence in the appropriate fields of study and to update skills and techniques in these fields.
  - 6.4.1.2.6    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    Conduct or assist on field trips where assigned.
  - 6.4.1.2.8    Supervise the work of technicians.
  - 6.4.1.2.9    Recommend library and other acquisitions such as operating and capital items pertaining to the operations of the labs.
  - 6.4.1.2.10   Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.
  - 6.4.1.2.11   Participate in functional area meetings.
  - 6.4.1.2.12   Perform 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      Non-Regular 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 laboratory 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 Dean.
- 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 at any time to the laboratory supervisor. The safety of the employee and/or students will be a factor in determining class size.
- 6.4.2.5      A Laboratory Supervisor who believes that his/her assignment is contrary to the requirements of 6.4.2 may refer the matter to the Equivalent Workload Committee for its review.

## **6.4A**      **PRIVATE MUSIC INSTRUCTORS**

### **6.4A.1**      **Duties and Responsibilities**

The following functions are included in the duties and responsibilities of a Private Music Instructor:

- 6.4A.1.1      Conduct private music lessons for individual students.
- 6.4A.1.2      Undertake the necessary preparation for conducting such private music lessons.
- 6.4A.1.3      Participate in student performance evaluations and appraisals including juried evaluations of students.
- 6.4A.1.4      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      Maintain competence and qualifications in appropriate fields of study and update skills and techniques in these fields.
- 6.4A.1.6      Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.

**6.4A.2      Workload**

- 6.4A.2.1      Private Music Instructors shall be assigned on an hourly basis commensurate with their expertise.
- 6.4A.2.1.1    Private Music Instructors shall not be assigned more than an average of twenty-six (26) private music instructional hours per week, with the remaining time to be for associated duties.
- 6.4A.2.2      For the purpose of defining a duty load, seniority, and severance one-hundred (100) instructional hours of private music instruction shall equal one section. For the purposes of scale placement, step advancement and benefits eighty-eight hours (88) instructional hours of private music instruction shall equal one section. These ratios shall apply to any employee who undertakes private music instruction regardless of their job classification or appointment status.
- 6.4A.2.3      No regular employee shall be permitted to undertake private music instruction as part of their non-private music instruction committed duty load.
- 6.4A.2.4      Private music instruction section equivalencies shall count for seniority (including Paid Educational Leave Seniority credits), severance, scale adjustment and salary scale step placement pursuant to Article 8.
- 6.4A.2.5      For the purposes of determining eligibility for regularization one-hundred hours equals one section. These sections cannot be combined with any other sections for the purpose of regularization.

**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      Provide professional library services including, but not limited to, instruction in research methods, library orientation, and reference services to students, employees, and member of the community.
- 6.5.1.2      Provide professional library services to the University including, but not limited to, development of collections, development and implementation of library systems that facilitate the organization of library materials, all with the purpose of providing educational resources and effective access to those resources for the University community.
- 6.5.1.3      Maintain professional competence and qualifications in appropriate fields of study, and to keep up to date with developments in these fields.
- 6.5.1.4      Fulfill individual and/or collective responsibilities in furthering the aims and objectives of the University.

- 6.5.1.5 Participate in functional area meetings.
- 6.5.1.6 Perform other functions and responsibilities ancillary to the above assigned duties and responsibilities.

**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 University 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.

- 6.6.1.1.1 Once a special appointment job description has been agreed between the University and the Union that job description shall apply to all other Special Appointees doing the same or substantially the same work without the need for further consultation with the Union under 6.6.1.1. The special appointee position job description of Project Manager, Program Developer and Campus Developer are as previously agreed.

- 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 Dean on behalf of the functional area. Coordinators perform a liaison function with the employees of the functional area and with the Dean 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 University, to the mutual satisfaction of the Deans and the functional areas concerned. This tradition may continue and is the proper concern of the Deans 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 University which include the following:

- 6.7.2.1 Assist employees in the carrying out of their University assignments.
- 6.7.2.2 Coordinate matters internal to functional areas.
- 6.7.2.3 Represent functional areas in relations with other parts of the University.
- 6.7.2.4 Participate in matters concerning personnel selection and evaluation.
- 6.7.2.5 Ensure a consultative process for the assignment or reassignment of duties within the coordinated area after full consultation with employees of the functional area.
- 6.7.2.6 Advise and assist the Dean in budget expenditures and the day-to-day administration of the University's educational program.
- 6.7.2.7 Where appropriate to a program's objectives, 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, assist students to secure employment.
- 6.7.2.9 Ensure that accurate inventories and ongoing maintenance schedules are maintained.
- 6.7.2.10 Encourage all members of their functional area to participate in functional area meetings and to ensure regular functional area meetings are called.
- 6.7.2.11 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 ASSIGNMENT OF DUTIES (see 2.8)**

- 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 for approved professional development activities, employees carrying a full duty load shall not take other employment, consulting or teaching activity for remuneration during the hours of 0830 to 1630 Monday to Friday, nor shall they enrol as a full-time 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 Dean. Such consent shall not be unreasonably withheld. This prohibition also applies to times outside those set out above if those times are duty times for the employee with a full duty load.

- 6.8.4 Establishment of 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 Dean.
- 6.8.5 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 If for any reason it is necessary to change the assignment of duties to a specific employee, such re-assignment must be done through a consultative process, providing the operational needs of the University can still be met.
- 6.8.7 In the event of special program funding, assignments of duties, as above, shall be made within thirty (30) days of the University receiving the written confirmation of the program funding allocation.

**6.8.8 Dual Location**

**Article 6.8.8 does not apply for the 2010-2014 collective agreement as per MOA: Multi-Location.**

An employee may be assigned to work at any one location of the University. An employee cannot demand, and the University cannot insist, that an employee be assigned to work concurrently in more than one location of the University. For the purposes of this article, the locations of the University shall be deemed to be:

- Lynnmour (all sites within North Vancouver, West Vancouver, Vancouver and Burnaby)
- Sechelt
- Squamish
- Pemberton

An employee cannot demand, and the University cannot insist, that an employee be assigned to work concurrently at more than two sites within the Lynnmour location.

- 6.8.9 An employee assigned to duties ending after 1730 but before 2000 hours shall not be assigned duties commencing before 1000 hours the following day. An employee assigned to duties to be performed wholly or in part after 2000 hours shall not be assigned duties commencing before 1300 hours the following day. This provision may be waived in writing by the employee and the Dean.
- 6.8.10 Duties assigned to an employee on any one working day, excluding the one-hour lunch period and meetings, shall be scheduled within an eight-hour consecutive period, unless this provision is waived in writing by the employee.

- 6.8.11 An employee may not perform duties exceeding five (5) sections or section equivalents in any term within the British Columbia post-secondary system, unless this provision is waived in writing by the employee, the Coordinator and the Dean. In all cases where employees are to work in excess of five (5) sections or section equivalents in a term, the University shall provide evidence to the Union that such a workload has not caused any employee to have an involuntary reduction in his/her previous normal workload.
- 6.8.11.1 For the purposes of administering 6.8.11 the term “normal” shall have the same meaning as 6.11.2.4.
- 6.8.11.2 An employee may not perform duties exceeding ten (10) sections or section equivalents in any academic year within the British Columbia post-secondary system, unless this provision is waived in writing by the employee, the Coordinator, the Dean and the Union.
- 6.8.12 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.
- 6.8.13 When an employee is assigned work in two or more job classifications during the term in which s/he is assigned Coordinator duties, the highest salary schedule of the two or more job classifications shall apply to the Coordinator duties.
- 6.8.14 No employee may be required to teach in more than two (2) terms per year. In offering a regular appointment to an employee, the University agrees to provide the duty load stipulated in the offer of appointment within those two (2) terms (see 11.4.3.3 and 11.4.5.2.2).
- 6.8.15 Notwithstanding 6.8.14, 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 University in consultation with the department or area.
- 6.8.16 Notwithstanding 6.8.15, 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.
- 6.8.17 In departments which offer their programs 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 Dean. 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.



**6.9**            **PROFESSIONAL DEVELOPMENT**

- 6.9.1            The University 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 University.
- 6.9.2.1        All employees shall submit written proposals for professional development activities to their Coordinator and Dean for approval.
- 6.9.2.1.1      Employees in category 6.9.4.1 (Instructors) shall submit one written proposal for their annual professional development activities.
- 6.9.2.1.2      Employees in category 6.9.4.2 (Counsellors, Librarians and Special Appointees) shall submit two written proposals for their annual professional development activities. One proposal shall be for the single block of professional development time and the other proposal shall be for the equivalent amount of time booked throughout the remaining duty period.
- 6.9.2.1.3      Employees in category 6.9.4.3 (Other) shall submit one written proposal for their annual professional development activities.
- 6.9.3            At the end of the professional development period the employee will report in writing to the Coordinator and the Dean on his/her professional development achievements during the professional development period. The functional area and Dean shall review professional development reports and decide whether or not the employee's professional development responsibility has been fulfilled (see 2.8).
- 6.9.4            Upon recommendation of the appropriate Coordinator, and with the approval of the Dean, 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 duty load shall have two calendar months annually for professional development activities which may include committee assignments, course planning, other assigned and non-instructional duties, and mentoring at any time of the year.
- 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, other activities, and mentoring at any time of the year.
- 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.
- 6.9.4.3.1      Regular other employees' (6.9.4.3) professional development is in accordance with 6.9.4.3.2. Non-regular other employees may apply to their Coordinator and Dean for approval of professional development time.

6.9.4.3.2 Regular other employees (6.9.4.3) with a full duty load shall have two calendar months annually for professional development activities which may include committee assignments, preparation, planning, other activities, and mentoring at any time of the year. These professional development activities shall not cause the University to have any increased expenditure, including the hiring of replacement employees, for the performance of the normal duties and responsibilities of these employees.

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 (see 2.8)**

6.10.1 The University 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 University. 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. The Committee shall attempt to reach a consensus on the issues before it. The Committee's decision or recommendation(s) may indicate that a proposed assignment constitutes a normal duty load or more or less than a normal load (or fraction thereof). When a consensus is reached the resulting decision shall be binding upon the University unless the appropriate Dean intervenes to refuse it. If no consensus is reached the Committee may make more than one recommendation to the relevant Dean.

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 Dean.

**6.11 WORK OVERLOAD AND WORK AVERAGING**

6.11A 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:

- workload averaging (6.11.1)
- work overload (6.11.2)

### **6.11.1**      **Workload Averaging** (see 2.8)

- 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 Dean, 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 non-regular or regular part-time employee's aggregate normal workload is reduced as a consequence of the averaging, unless the non-regular or regular part-time employee has a full-time employment or equivalent outside of the work covered by this Collective Agreement.
- 6.11.1.2.4      ■ averaging agreements shall be written and a copy will be forwarded to the Union upon agreement.
- 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, up to a maximum of a full duty load. Where the non-regular 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**      **Work Overload** (see 2.8)

- 6.11.2.1      Circumstances may arise which make it reasonable for the University to request an employee, over the course of an academic year, to perform duties in excess of a full duty load. Except in 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.
- 6.11.2.2      In all circumstances except those noted in 6.11.2.5 where an employee is to work in excess of 8.5 sections the University shall provide the Union with information to the Union's satisfaction that such an overload has not caused any non-regular or regular part-time employee to have a reduction in his/her previous normal workload unless the non-regular or regular part-time employee has full-time employment or equivalent outside the work covered by this Collective Agreement.

- 6.11.2.3 No workload in excess of the full workload will commence until this section has been complied with.
- 6.11.2.4 For the purpose of administering 6.11.2.2, the term “normal” shall be the aggregate workload of the previous academic year, up to a maximum of a full duty load. Where the non-regular 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.
- 6.11.2.5 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 6.11.2.2 shall not be required:
- Student overloads per 6.11.2.7
  - Emergency transfers per 6.13
  - Substitution per 6.14
  - Assignment to Extension Programs and Services as part of workload per 6.15
  - Travel time per 7.7
- 6.11.2.6 Instructors with full loads may be requested by the University to instruct independent study students or exceptional sections, pursuant to 6.2.2.7.
- 6.11.2.7 Student overload arrangements may be made pursuant to 6.2.2.1.
- 6.11.2.8 An employee with a full duty load may be requested to substitute for another employee temporarily absent.
- 6.11.2.8.1 When such substitution occurs over a period of one (1) calendar week or more, or 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.
- 6.11.2.9 Travelling time as calculated under 7.7 of this Agreement may be worked as an overload under this Agreement.
- 6.11.2.10 In all these exceptional cases (6.11.2.6 through 6.11.2.8), assignments shall be by agreement between the employee, the Coordinator and the Dean. Overloads shall be calculated according to the relevant sections of this Agreement, and shall be compensated pursuant to 6.12.
- 6.11.2.11 At the option of the employee, work overloads may be paid on scale (7.3 and 7.3A) or banked (6.12).

**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 will designate his/her banked overload as either sections that may be paid out, or sections that are banked for the purpose of a future underload. This designation is subject to approval by the functional area.
- 6.12.2            An employee may accumulate up to eight (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 eight (8) sections or take the equivalent amount of remuneration.
- 6.12.3            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 Dean, be taken as a reduced load or averaged in accordance with 6.11.1.
- 6.12.4            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.
- 6.12.5            Revising the designation made under 6.12.1.1 is the responsibility of the functional area and is subject to 2.8.
- 6.12.6            Notwithstanding 6.12.1.1, a cash payment will also occur when an employee dies, retires, resigns or is not offered a further appointment.
- 6.12.7            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 Dean 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            All substitution assignments are subject to agreement by the substituting employee. An employee will not be required to substitute during his/her professional development time.

6.14.2 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 University, may be provided for in any of the following ways:

6.14.2.1 A regular or non-regular employee with less than a full duty load.

6.14.2.2 An employee with a full duty load pursuant to 6.11A.

6.14.2.3 An auxiliary employee.

**6.15 EXTENSION PROGRAMS AND SERVICES ACTIVITIES**

**6.15.1 Assignments**

6.15.1.1 The duty load of Instructors, Counsellors, Librarians, Special Appointees and Laboratory Supervisors may include assignments to those activities in Extension Programs 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 Programs and Services assignment will be September 1<sup>st</sup> or the date set for publication of the Extension Programs 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 Programs 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 Programs 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 Calculation of Duty Load**

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

**6.15.3 Working Conditions**

- 6.15.3.1 Save for the modifications noted below, employees whose duty load includes Extension Programs 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.
- 6.15.3.2 Preparation for two (2) Extension Programs and Services activities will be deemed equivalent to one (1) credit preparation for the purpose of 6.2.2.6.
- 6.15.3.3 6.2.2.7. shall not apply to Extension Programs and Services activities.

**6.15.4 Course Cancellation Fee**

7.6 shall not apply to Extension Programs and Services activities. Instead, a cancellation fee equivalent to 0.011 sections shall apply to all cancelled scheduled Extension Programs and Services activities which have been staffed as per 6.15.1. At the Dean'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 INSTRUCTIONAL SECTION RATE**

The Instructional Section Rate is determined by

$$\text{Instructional Section Rate} = \frac{\text{Per Annum Rate}}{8}$$

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.)

$$\text{Per Instructional Section Rate} \times 0.011 = \text{per Instructional Hour Rate}$$

$$\frac{\text{Per Instructional Section Rate}}{189} = \text{per Non - Instructional Hour Rate}$$

**7.2 "PER INSTRUCTIONAL HOUR" RATE**

The "per Instructional Hour" rate is applied to substitution and auxiliary appointments for instructors and for faculty assigned to Extension Programs 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 April 1, 2010

##### Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	83,231	1,665	<b>84,896</b>	10,612	116.74	56.15
2	77,970	1,559	<b>79,529</b>	9,942	109.37	52.61
3	72,628	1,453	<b>74,081</b>	9,261	101.88	49.00
4	69,655	1,393	<b>71,048</b>	8,881	97.70	46.99
5	67,104	1,342	<b>68,446</b>	8,556	94.12	45.27
6	64,553	1,291	<b>65,844</b>	8,231	90.55	43.56
7	62,002	1,240	<b>63,242</b>	7,906	86.97	41.84
8	59,450	1,189	<b>60,639</b>	7,580	83.38	40.11
9	56,899	1,138	<b>58,037</b>	7,255	79.81	38.39
10	54,348	1,087	<b>55,435</b>	6,930	76.23	36.67
11	51,797	1,036	<b>52,833</b>	6,605	72.66	34.95

#### 7.3.2 Effective January 1, 2013

##### Instructor, Counsellor, Librarian, Special Appointee

Step	Common Grid	2% Stipend	Combined Per Annum	Per Section	Per Inst. Hour	Per Non-Inst. Hour
1	84,063	1,681	<b>85,744</b>	10,718	117.90	56.71
2	78,750	1,575	<b>80,325</b>	10,041	110.45	53.13
3	73,354	1,467	<b>74,821</b>	9,353	102.88	49.48
4	70,352	1,407	<b>71,759</b>	8,970	98.67	47.46
5	67,775	1,356	<b>69,131</b>	8,641	95.06	45.72
6	65,199	1,304	<b>66,503</b>	8,313	91.44	43.98
7	62,622	1,252	<b>63,874</b>	7,984	87.83	42.24
8	60,045	1,201	<b>61,246</b>	7,656	84.21	40.51
9	57,468	1,149	<b>58,617</b>	7,327	80.60	38.77
10	54,891	1,098	<b>55,989</b>	6,999	76.98	37.03
11	52,315	1,046	<b>53,361</b>	6,670	73.37	35.29



## 7.3.3

Effective April 1, 2013**Instructor, Counsellor, Librarian, Special Appointee**

<b>Step</b>	<b>Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Inst. Hour</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	84,904	1,698	<b>86,602</b>	10,825	119.08	57.28
<b>2</b>	79,538	1,591	<b>81,129</b>	10,141	111.55	53.66
<b>3</b>	74,088	1,482	<b>75,570</b>	9,446	103.91	49.98
<b>4</b>	71,056	1,421	<b>72,477</b>	9,060	99.66	47.93
<b>5</b>	68,453	1,369	<b>69,822</b>	8,728	96.01	46.18
<b>6</b>	65,851	1,317	<b>67,168</b>	8,396	92.36	44.42
<b>7</b>	63,248	1,265	<b>64,513</b>	8,064	88.71	42.67
<b>8</b>	60,645	1,213	<b>61,858</b>	7,732	85.05	40.91
<b>9</b>	58,043	1,161	<b>59,204</b>	7,401	81.41	39.16
<b>10</b>	55,440	1,109	<b>56,549</b>	7,069	77.75	37.40
<b>11</b>	52,838	1,057	<b>53,895</b>	6,737	74.11	35.64

## 7.3.4

Effective January 1, 2014**Instructor, Counsellor, Librarian, Special Appointee**

<b>Step</b>	<b>Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Inst. Hour</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	85,753	1,715	<b>87,468</b>	10,934	120.27	57.85
<b>2</b>	80,333	1,607	<b>81,940</b>	10,243	112.67	54.19
<b>3</b>	74,829	1,497	<b>76,326</b>	9,541	104.95	50.48
<b>4</b>	71,767	1,435	<b>73,202</b>	9,150	100.65	48.41
<b>5</b>	69,138	1,383	<b>70,521</b>	8,815	96.97	46.64
<b>6</b>	66,510	1,330	<b>67,840</b>	8,480	93.28	44.87
<b>7</b>	63,880	1,278	<b>65,158</b>	8,145	89.59	43.09
<b>8</b>	61,251	1,225	<b>62,476</b>	7,810	85.90	41.32
<b>9</b>	58,623	1,172	<b>59,795</b>	7,474	82.22	39.55
<b>10</b>	55,994	1,120	<b>57,114</b>	7,139	78.53	37.77
<b>11</b>	53,366	1,067	<b>54,433</b>	6,804	74.85	36.00

**7.3.5**      **Effective February 3, 2014****Instructor, Counsellor, Librarian, Special Appointee**

<b>Step</b>	<b>Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Inst. Hour</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	86,611	1,732	<b>88,343</b>	11,043	121.47	58.43
<b>2</b>	81,136	1,623	<b>82,759</b>	10,345	113.79	54.73
<b>3</b>	75,577	1,512	<b>77,089</b>	9,636	106.00	50.98
<b>4</b>	72,485	1,450	<b>73,935</b>	9,242	101.66	48.90
<b>5</b>	69,829	1,397	<b>71,226</b>	8,903	97.94	47.11
<b>6</b>	67,175	1,344	<b>68,519</b>	8,565	94.21	45.32
<b>7</b>	64,519	1,290	<b>65,809</b>	8,226	90.49	43.52
<b>8</b>	61,864	1,237	<b>63,101</b>	7,888	86.76	41.73
<b>9</b>	59,209	1,184	<b>60,393</b>	7,549	83.04	39.94
<b>10</b>	56,554	1,131	<b>57,685</b>	7,211	79.32	38.15
<b>11</b>	53,900	1,078	<b>54,978</b>	6,872	75.59	36.36

7.3.5.1      Laboratory Supervisors and Instructional Associates are paid at a rate of .85 on the Instructor/Counsellor/Librarian and Special Appointee Salary Schedule in 7.3 and 7.3A (see Schedule Appendix B).

**7.3A**      **PRIVATE MUSIC INSTRUCTION SALARY SCHEDULE****7.3A.1**      **Effective April 1, 2010**

<b>Step</b>	<b>Per Hour</b>	<b>Per Section</b>	<b>Per Annum</b>
<b>1</b>	55.72	5,572	44,576
<b>2</b>	53.63	5,363	42,904
<b>3</b>	51.62	5,162	41,296
<b>4</b>	49.72	4,972	39,776
<b>5</b>	47.87	4,787	38,296

**7.3.A.2**      **Effective January 1, 2013**

<b>Step</b>	<b>Per Hour</b>	<b>Per Section</b>	<b>Per Annum</b>
<b>1</b>	56.28	5,628	45,024
<b>2</b>	54.17	5,417	43,336
<b>3</b>	52.14	5,214	41,712
<b>4</b>	50.22	5,022	40,176
<b>5</b>	48.35	4,835	38,680

**7.3.A.3 Effective April 1, 2013**

<b>Step</b>	<b>Per Hour</b>	<b>Per Section</b>	<b>Per Annum</b>
<b>1</b>	56.84	5,684	45,472
<b>2</b>	54.71	5,471	43,768
<b>3</b>	52.66	5,266	42,128
<b>4</b>	50.72	5,072	40,576
<b>5</b>	48.83	4,883	39,064

**7.3.A.4 Effective January 1, 2014**

<b>Step</b>	<b>Per Hour</b>	<b>Per Section</b>	<b>Per Annum</b>
<b>1</b>	57.41	5,741	45,928
<b>2</b>	55.26	5,526	44,208
<b>3</b>	53.19	5,319	42,552
<b>4</b>	51.23	5,123	40,984
<b>5</b>	49.32	4,932	39,456

**7.3.A.5 Effective February 3, 2014**

<b>Step</b>	<b>Per Hour</b>	<b>Per Section</b>	<b>Per Annum</b>
<b>1</b>	57.98	5,798	46,384
<b>2</b>	55.81	5,581	44,648
<b>3</b>	53.72	5,372	42,976
<b>4</b>	51.74	5,174	41,392
<b>5</b>	49.81	4,981	39,848

7.3.A.6 Effective August 1, 2001, the rate per instructional hour is based on there being one hundred (100) instructional hours per section. This rate includes an allowance for hours necessary to perform the duties of 6.4A.1.2. This rate shall apply to all employees assigned private music instruction regardless of their job classification or appointment status.

**7.4 VACATION TIME COORDINATOR**

7.4.1 During the vacation period of a Coordinator, a Vacation Time Coordinator may be appointed by the Dean to perform the Coordinator's duties. Prior to vacation periods, the Dean 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.

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.

- 7.4.2.1 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 University may not require these hours to be spread over more than two (2) days per week.
- 7.4.2.2 In order to provide some structure to the relationship between the Deans and the Coordinators, and among the Coordinators themselves, a work schedule will be agreed to between each Vacation Time Coordinator and the Dean and the work schedules of these Coordinators will provide a commonly scheduled period of at least two hours per week.
- 7.4.3 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**

- 7.5.1.1 Except as otherwise noted in this Agreement, 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, 2.1.3 and 2.1.4 and the appropriate section or hourly rate (7.3 and 7.3A). The salary shall be paid in equal installments 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 installment 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 Non-Regular Employees**

- 7.5.2.1 Non-regular employees may be paid over the academic year if they meet the following criteria:
- 7.5.2.1.1 A history of working at least four sections per academic year,
- 7.5.2.1.2 Assigned at least four sections each year that this article applies to him/her,
- 7.5.2.1.3 Workloads for the non-regular employee are submitted at the same time as those for regular employees and cover the entire academic year, and
- 7.5.2.1.4 Are members of the College Pension Plan.
- 7.5.2.2 Non-regular employees being paid under 7.5.2.1 cannot revert back to the non-regular payroll without proper notice for the beginning of the next academic year.
- 7.5.2.3 All non-regular employees shall be paid a salary determined by their duty load and appointment period, and, in accordance with the appropriate section rate (7.3 and

7.3A), the salary shall be paid at each month end within the appointment period. A non-regular employee who wishes to be paid according to 7.5.2.1 must notify the University no later than August 1 of the academic year that they wish the 7.5.2.1 method of payment to begin.

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

**7.5.3 Deposit of Pay Cheque**

The University 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 non-regular employees as designated by the University.

**7.5.4 Payment for Small Workload Amounts**

7.5.4.1 Workload adjustments during a term totalling less than 0.5 sections or section equivalents will be accumulated and paid at the end of term.

7.5.4.2 Workload assignments of less than 0.5 sections or section equivalents will be paid in a lump sum on the next pay period after completion of the assignment.

**7.6 PAYMENT FOR PREPARATION OF COURSE NOT TAUGHT**

(see 2.8)

7.6.1 In the event that a regular part-time or non-regular employee has prepared for a course on the understanding that s/he is to teach the course, s/he 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 s/he 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 Dean, computed within the parameters of the factors provided herein.

7.6.3 The factor assigned will reflect:

7.6.3.1 the extent to which a course outline has been revised and improved by the instructor,

7.6.3.2 the extent to which course material has been prepared by the instructor,

7.6.3.3 the amount of course preparation done by the instructor,

7.6.3.4 the ordering of textbooks, library books, course/lab supplies, media supplies, arranging guest speakers, field trips,

7.6.3.5 the extent to which ancillary matters have been completed,

7.6.3.6 whether or not the cancelled class was met by the employee (the purpose of this meeting may be to advise of cancellation and to explain the alternatives open to students); and

7.6.3.7 the extent to which the employee has been available to his/her Coordinator and the activities of the Division.

**7.6.4 Circumstances and Factors**

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 .....	0.00 - 0.08

7.6.4.1 The Factor assigned by the Coordinator and the Dean 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 equivalent to the amount paid for two instructional hours, or section equivalency, will be paid for each section cancelled prior to and/or at the end of the late registration period, if the employee met the course.

7.6.5.1 Multiple sections of the same course not met by the employee will qualify for the fee under 7.6.5 if the Coordinator agrees that the different sections of the same course require substantially different preparation.

**7.7 COMPENSATION FOR MULTI-LOCATION WORK**

**Article 7.7 does not apply for the 2010-2014 collective agreement as per MOA: Multi-Location.**

7.7.1 For the purposes of this article, all sites in the Lower Mainland north of the U.S. border up to and including the municipalities on the North Shore, and as far east as Coquitlam, Pitt Meadows and Surrey (Langley, Maple Ridge and further east are outside of this area) are deemed to be a single location known as Lynnmour.

7.7.1.1 Employees who are required to travel to more than one site in 7.7.1 on the same day shall be reimbursed for kilometres driven at the University’s current rate.

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 over and above reimbursements for their travel expenses as set out below.

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.

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

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

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

Lynnmour/Pemberton	325 km
Lynnmour/Mt. Currie	345 km
Lynnmour/Sechelt	125 km
Lynnmour/Squamish	145 km
Lynnmour/Whistler	260 km
Squamish/Pemberton	180 km
Squamish/Sechelt	164 km
Squamish/Mt. Currie	200 km
Squamish/Whistler	115 km
Sechelt/Whistler	279 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 9.2.

7.8.2 Notwithstanding 7.8.1, a Laboratory 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.

## **7.9 CHALLENGE EXAMS**

7.9.1 The University shall pay faculty for a minimum of two instructional hours for preparing, administering and evaluating a challenge exam.

## **7.10 PRIOR LEARNING ASSESSMENT**

7.10.1 PLA Assessors will be paid under Category 4, work for 3 hours to do a prior learning assessment where the student is seeking prior learning credits for a 3-credit course.

7.10.2 Unless special arrangements have been made prior to the assessment being done, the PLA Assessor will be paid under Category 4, work for 4 hours to do a prior learning

assessment where the student is seeking prior learning credits for courses in a similar discipline in excess of 3 credits.

7.10.3 Where the prior learning assessment is done by a challenge exam, 7.9 will apply.

## **Article 8 SALARY SCALE PLACEMENT CRITERIA**

### **8.1 REGULAR EMPLOYEES OTHER THAN LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES AND PRIVATE MUSIC INSTRUCTORS**

8.1.1 The following criteria shall be used in determining where the regular employee or the non-regular employee as provided in 8.4.4.2 shall be placed on the scale. This article does not apply to Laboratory Supervisors, Instructional Associates and Private Music Instructors.

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 University 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 University or one step on being appointed full-time to the University 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 of Human Resources. The Vice President of Human Resources’ 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 Laboratory Supervisors and Instructional Associates**

The following criteria shall be used in determining where on the scale a regular Laboratory 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 University 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 University while serving as a part-time Laboratory 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 University.

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.

**8.1.3 Regular Private Music Instructor**

The following criteria shall be used in determining where on the scale a regular Private Music Instructor shall be placed:

- 8.1.3.1 University or College Teaching Assistantships – up to one-half (1/2) step for each year of relevant teaching assistantship (0 – 1/2).
- 8.1.3.2 Experience as a Professional Musician – up to one step for each year of relevant business experience (0 – 1 step).
- 8.1.3.3 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).
- 8.1.3.4 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 University teaching experience – up to one (1) step for each year of full-time teaching experience (0 – 1 step).
- 8.1.3.5 College or University Private Music Instruction Experience – up to one (1) step for each year of College or University Private Music Instruction experience (0 – 1 step).
- 8.1.3.6 Up to one (1) step for participation in the development of Capilano University while serving as a part-time Private Music Instructor (one step is the maximum in this category).
- 8.1.3.7 Up to one (1) step for complete post basic certification in the related field on being appointed full-time to the University.
- 8.1.3.8 Not more than one step can be accumulated for any given calendar year.

**8.2 INITIAL PLACEMENT DETERMINATION**

- 8.2.1 All employees about to be evaluated for placement on the applicable salary scale shall prepare a detailed summary of their teaching, education, research, laboratory and other related work experience as set out in 8.1, 8.1.2 or 8.1.3.
- 8.2.2 The candidate or employee, and the Vice President of Human Resources shall meet and attempt to arrive at a consensus about the number of steps to be given for the related work experience of the candidate or employee. The candidate or employee shall have the opportunity to submit additional information, if any, which the candidate or employee feels could affect his or her placement.
- 8.2.3 If a consensus is not reached, the Vice President of Human Resources shall consider the information provided and make a reasonable decision.

The Vice President of Human Resources shall provide the candidate or employee with a reasoned written decision.

**8.3**            **SCALE PLACEMENT APPEALS** (see 2.8)

8.3.1            There shall be a Placement Review Committee consisting of two relevant Instructional Managers, 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 University at the time of hiring, unless such data or information is relevant having regard for the data and information which the University failed to make known to the employee under 8.3.3.

8.3.5            The Placement Review Committee may make the recommendation to the relevant Instructional Manager 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 relevant Instructional Manager does not implement a recommendation of the Placement Review Committee, at the option of the employee, the matter shall be referred to a third party chosen jointly by the University 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 appointment.

**8.4**            **SALARY INCREMENTS**

This article does not apply to Private Music Instructors. See 8.4.5.

**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 eight (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 University, 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 of Human Resources. The Vice President of Human Resources’ 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 full-time employee working more than half of a full-time load in an academic year (August 1 to July 31) shall receive his/her due regular step increment on the following August 1. Any RFT employee working half of a full-time load or less in an academic year shall not be eligible to receive a regular step increment on the following August 1, unless the sections or section equivalences worked by the employee have equalled eight (8) sections since their last increment.

8.4.2.2 The increment date shall not be delayed for periods during leave of absence without pay when on an assignment related to the employee’s University assignment and when so approved by an instructional Vice 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 academic 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**

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

**8.4.4 Non-Regular Employees**

8.4.4.1 The initial appointment for a non-regular employee is at the step with the lowest Combined Per Annum salary for the applicable classification of the work being performed. In exceptional circumstances where a program or department requires unusual skills, credentials or experience on the part of faculty (e.g. a post baccalaureate program), the non-regular employee may be placed on the salary scale according to 8.1. Following the completion of 8 sections or its equivalent on a given

step, non-regular employees will advance one step effective as of the next non-regular appointment.

- 8.4.4.2 Non-regular employees upon completion of twelve (12) sections or its equivalent shall be placed on the salary schedule according to the criteria contained in 8.1, which placement shall not exceed Step 8 as of April 1, 2006. Thereafter, the non-regular 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 non-regular 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 non-regular appointment.
- 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 University 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 non-regular appointment.

#### **8.4.5 Private Music Instructors**

- 8.4.5.1 The initial appointment for non-regular private music instructors is at Step 5 of the salary scale in 7.3A. In exceptional circumstances where a student requires unusual musical skills, credentials or experience on the part of the private music instructor (e.g. an unusual instrument not normally used), the non-regular private music instructor may be placed on the salary scale in 7.3A according to 8.1.3. Following completion of 8 sections or its equivalent on a given step, non-regular private music instructors will advance one step effective at the start of the next term or appointment, whichever comes first.
- 8.4.5.2 Non-regular private music instructors upon completion of twelve (12) sections or its equivalent will be placed on the salary scale in 7.3A according to the criteria contained in 8.1.3, which placement shall not exceed Step 3 of the salary scale in 7.3A. Thereafter, the non-regular private music instructor will advance according to 8.4.5.1.
- 8.4.5.3 Only private music instructor sections or their equivalents may be used for purposes of private music instructor scale advancement.

#### **8.4.6 Previous Employees**

- 8.4.6.1 When a previous regular employee resumes employment with the University as a non-regular employee pursuant to 11.3, s/he shall be restored to the position on scale held at the time of the last term of regular employment with the University and the salary increments shall be governed by 8.4.4.

- 8.4.6.2 When a previous non-regular employee resumes employment with the University as a non-regular employee pursuant to 11.3, s/he shall be restored to the position on scale held at the time of the last term of non-regular employment with the University and the salary increments shall be governed by 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 University, 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 proceeding 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 7.8.

### **9.3 B.C. COLLEGE PENSION PLAN**

- 9.3.1 Subject to the provisions of the *College Pension Act*, new regular employees appointed after January 1, 1996 must participate in the College Pension Plan. All employees shall be provided with College Pension Plan summary information. Non-regular employees not required to be in the College Pension Plan will also be provided with a Union information letter on the College Pension Plan. These non-regular employees must be given time to consider this information before electing in

writing to participate or waive their right to participate in the College Pension Plan. Such waiver must occur by the 15<sup>th</sup> of any month in which it is exercised.

The University shall contribute to the cost of such coverage to the extent provided for in the *College Pension Act*.

## **9.4 FLEXIBLE BENEFITS PLAN**

9.4.1 The University agrees to arrange and administer the Flexible Benefits Plan. The selection of benefit carriers is subject to agreement of the Union. Benefits covered include:

- medical
- life insurance
- accidental death and disablement
- extended health
- dental
- orthodontic
- vision care (through Health Care Spending Account)
- elder care (through Health Care Spending Account)
- disabled dependent care (through Health Care Spending Account)
- medical and dental claims not eligible for coverage under other aspects of the flexible benefits plan (through Health Care Spending Account)
- recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan (through Health Care Spending Account) and
- other benefits as may be added by mutual consent.

## **9.4.2 Eligibility and Access**

### **9.4.2.1 Regular Employees**

All regular employees must participate in the Flexible Benefits Plan and the Disability Income Plans. Eligibility to participate occurs with the commencement of employment as a regular employee. For a regular employee a Benefit Year is defined as that period commencing on August 1 and ending on the succeeding July 31.

### **9.4.2.2 Non-regular Employees**

9.4.2.2.1 All non-regular employees may participate in the Flexible Benefits Plan once their eligibility is established. Eligibility to enrol occurs once the non-regular employee is assigned four (4) or more sections, or section equivalents in a Benefit Year, or two (2) or more sections or section equivalents, in an appointment term, with a minimum appointment of at least four months. For non-regular employees, a Benefit Year is defined as that period commencing on September 1 and ending on the following August 31.

9.4.2.2.2 Non-regular employees who enrol in the Flexible Benefits Plan must continue to participate in the Flexible Benefits Plan and must pay the costs of such participation unless the costs are paid by the University under 9.4.2.2.2.1 to 9.4.2.2.2.3. The

employee may be required by the University to prepay for any period in which the University is not yet obligated to pay the costs.

- 9.4.2.2.2.1 Non-regular employees who are assigned two (2) or more sections or section equivalents in an appointment term shall have the costs of the Flexible Benefits paid by the University for a period of six months.
- 9.4.2.2.2.2 Non-regular employees who are assigned four (4) or more sections or section equivalents in a Benefit Year shall have the costs of the Flexible Benefits paid by the University for a period of one (1) Benefit Year.
- 9.4.2.2.2.3 The costs of Flexible Benefits paid by the University for a non-regular employee in a Benefit Year under 9.4.2.2.2.1 and 9.4.2.2.2.2 shall not exceed one (1) Benefit Year's costs.
- 9.4.2.2.3 Non-regular employees may participate in the dental benefits only when they are assigned one and one-half (1½) sections or section equivalents, or more, in an appointment term and are placed on scale. Such participation shall be at the University's cost and shall be for a period of six months.
- 9.4.2.2.4 Participating non-regular employees must maintain coverage for so long as their appointment rights exist (i.e. the current semester and three (3) semesters thereafter).

9.4.2.3 **Retired Employees**

Effective February 3, 2014, enrolled employees may continue to participate in the dental and extended health benefits of the flexible benefits plan following retirement for 84 months from the date of retirement. The cost of such participation shall be one hundred percent (100%) paid by enrolled retirees.

**9.4.3 Spending Account**

9.4.3.1 Each enrolled employee shall have a Spending Account, the value of which shall be the premium for providing coverage as follows:

- life insurance.....\$155,000
- accidental death and disablement .....\$155,000
- extended health .....default level coverage
- dental.....default level coverage
- orthodontics ..... default level coverage as if eligible

The dollar value of the coverage shall be determined against the employee's status (i.e. single, couple, dependants).

A regular employee shall pay Life Insurance Premiums through payroll deduction and the equivalent premium shall be added to the employee's Spending Account.

9.4.3.2 Medical Services Plan (MSP) premiums shall be paid by a regular employee through payroll deduction and an amount equivalent to that premium shall be added to the



employee's Spending Account. MSP premiums for eligible non-regular employees shall be paid by the University as a taxable benefit unless the non-regular employee chooses to pay them him/herself, in which case they shall be paid through payroll deduction and an equivalent amount credited to a Spending Account.

9.4.3.3 If an enrolled employee chooses not to participate in the extended health plan, the dental plan or the Medical Services Plan, his/her Spending Account shall not be increased by any amount as a result of that choice.

9.4.3.4 Regular employees and full-time non-regular employees may increase their Spending Accounts by choosing to participate in the dental plan and/or the extended health plan at less than the default level of coverage. This option is not available to non-regular part-time employees.

9.4.3.5 If a Spending Account has a negative balance, the University may recover the amount necessary to cover that balance by deduction from the employee's salary and/or other amounts owed by the University to the employee.

#### **9.4.4 Selection**

9.4.4.1 All enrolled employees must maintain the mandatory coverage in Group Life Insurance and Accidental Death and Disablement.

9.4.4.2 Once every four years, enrolled employees shall select their coverage level from amongst the available options. An eligible employee whose status changes during the four year cycle (e.g. couple to single, single to couple, new dependants, non-regular to regular) may change his/her selection based upon that change in status.

#### **9.4.5 Administration of Plan**

9.4.5.1 By June 8<sup>th</sup>, the University shall advise each enrolled employee with the annual amount in the Spending Account to be allocated to at least one designation. Such designation could include:

- depositing it in the University's group Registered Retirement Savings Plan,
- directing it to be paid as taxable income,
- directing it to the Health Care Spending Account, or
- directing it to their Professional Development Account.
- in absence of any selection, all money in the spending account will be allocated to their Professional Development account.

9.4.5.1.1 By June 8<sup>th</sup>, the University shall also advise each enrolled employee of their accumulated funds in the employee's PD account.

9.4.5.2 Any employee may appeal to the Joint Benefits Review Subcommittee of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of notional premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances.

9.4.5.3 The Joint Benefits Review Subcommittee of the Joint Standing Committee shall annually review the service levels received by employees under this plan. Where satisfaction levels drop below an acceptable level the University shall take corrective action to bring the service levels up to an acceptable level. The Joint Benefits Review Subcommittee of the Joint Standing Committee shall establish acceptable service levels and decide the appropriate means for measuring these levels.

#### **9.4.6 Plan Monitoring**

The Joint Benefits Review subcommittee of the Joint Standing Committee shall monitor the implementation and administration of the Flexible Benefits Plan.

#### **9.4.7 Plan Coverage Descriptions**

The level of coverage indicated as default levels shall be applied to all regular employees unless they make a selection otherwise.

##### **9.4.7.1 Life Insurance – to a maximum of age 65.**

9.4.7.1.1 Mandatory coverage is \$5,000.

9.4.7.1.2 Default level is the maximum coverage available without a medical examination.

9.4.7.1.3 Options: up to two (2) additional \$50,000 units above the mandatory coverage without a medical examination, and up to an additional four (4) \$50,000 units with a medical examination. The maximum coverage is \$305,000.

9.4.7.1.4 All employees enrolled in the Life Insurance Plan as at April 1, 1992 are entitled to coverage of \$155,000 without a medical examination.

9.4.7.1.5 A normal conversion privilege shall be provided within thirty-one (31) days after termination of, or retirement from, employment.

9.4.7.1.6 Subject to approval of the carrier(s) and to there being no additional cost to the University, spouses of employees will be provided access to life insurance coverage at group insurance rates. The cost of premiums will be the responsibility of the employee.

##### **9.4.7.2 Accidental Death and Disablement Insurance – to a maximum of age 65**

9.4.7.2.1 Mandatory coverage is \$5,000.

9.4.7.2.2 Default level is equal to life insurance coverage amount.

9.4.7.2.3 Options: up to six (6) additional units of \$50,000 above the mandatory coverage.

9.4.7.2.4 Subject to approval of the carrier(s) and to there being no additional cost to the University, spouses of employees will be provided access to Accidental Death and

Disablement coverage at group insurance rates. The cost of premiums will be the responsibility of the employee.

### 9.4.7.3 **Extended Health**

#### 9.4.7.3.1 Default level is:

- \$25 annual deductible single, couple or family
- 100% reimbursement of eligible expenses including semi-private hospital room,
- paramedical services at \$750 per practitioner per person per year,
- private duty nursing at \$15,000 per year (after age 65 the lifetime maximum becomes \$25,000),
- hearing aid maximum at \$1,000 in any four consecutive years,
- international travel assistance for out-of-Canada coverage,
- prescription drugs, and
- other costs prescribed by a medical practitioner.

#### 9.4.7.3.2 Options:

9.4.7.3.2.1 Option 1: \$250 annual deductible.

9.4.7.3.2.2 Option 2: \$500 annual deductible single, couple, or family and prescription drugs are not covered.

### 9.4.7.4 **Dental Plan**

#### 9.4.7.4.1 Default level is:

- no annual deductible
- 100% reimbursement for all basic and preventative work
- 75% reimbursement for all restorative work
- \$2,000 calendar year maximum per mouth

#### 9.4.7.4.2 Options:

9.4.7.4.2.1 Option 1: annual deductible is \$100 per mouth per year (maximum of four mouths)

9.4.7.4.2.2 Option 2: annual deductible is \$250 per mouth per year (maximum of four mouths)

### 9.4.7.5 **Orthodontic**

Default level, if there are dependent children, covers dependent children only to a lifetime limit of \$2,000 per child.

### 9.4.7.6 **Additional Coverage Possible (Health Care Spending Account)**

9.4.7.6.1 Coverage in this area is optional only; no default level exists.

An annual coverage level is selected by the employee. The total coverage level selected may be used by any enrolled person to defray the following costs: expenditures incurred during the year of selection or during the immediately following year are eligible. Coverage level amounts not used within this time period are forfeited. None of the coverage level amount selected shall be used for administrative fees or charges related to administering the coverage.

9.4.7.6.2 **Vision Care**

The cost of corrective lenses and other eye care products not covered by other insurance benefits.

9.4.7.6.3 **Legal Care**

The cost of hiring a lawyer.

9.4.7.6.4 **Elder Care**

The cost of providing care for a parent, step-parent or grandparent to maintain their necessities of life, e.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

9.4.7.6.5 **Disabled Dependent Care**

The cost of providing care for a disabled dependent to maintain their necessities of life. E.g. housing, personal care, drugs, special dietary needs, reasonable living allowance, etc.

9.4.7.6.6 **Medical and Dental Claims not Otherwise Eligible**

The cost of medical and dental claims, including preventative care, not eligible for coverage under other aspects of the flexible benefits plan.

9.4.7.6.7 **Alternate Professional Health Care**

The cost of recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan. These would include, but not be limited to, the following:

- Acupuncturist
- Counsellor
- Chiropracist
- Chiropractor
- Denturist
- Homeopath
- Massage therapist
- Naturopath
- Optometrist
- Osteopath
- Physiotherapist
- Podiatrist
- Practical nurse
- Psychoanalyst
- Psychologist
- Speech therapist
- Therapist

9.4.7.6.8 Each benefit coverage added in this Agreement will be available to employees providing that at the time it is to be added the coverage does not constitute a taxable benefit.

9.4.8 Experience gains determined for each year of the insurance plan for 9.4.7.1.6 shall be returned to the University and used for benefits for faculty in a manner agreed between the University and the Union.

## **9.5 DISABILITY INCOME PLAN**

The Disability Income Plan shall “mirror” article 9.3 of the Faculty Common Disability Plan in the 2010-2012 Common Agreement except as provided below in this article:

- Short term disability premiums are employee paid
- Benefits coverage for short term disability is as described in article 9.5.2.2 of this agreement

### **9.5.1 Arrangement/Participation/Eligibility**

9.5.1.1 The University agrees to arrange and administer a Disability Income Plan. All regular employees must participate in this Disability Income Plan. Non-regular employees who meet the requirements of 9.4.2.2.1 must enrol and participate in the Disability Income Plan (9.5).

9.5.1.2 No employee will lose his or her employment because s/he is held by an insurer to be ineligible to participate in the Disability Income Plans.

9.5.1.3 Details of specific coverage shall be as set out in the actual plan as underwritten by the Insurance carrier or carriers. The basic provisions shall be as described in 9.5.2.

9.5.1.4 The selection of Disability Income Plan carriers is subject to agreement of the Union.

9.5.1.5 The Disability Income Plan is to provide long-term income replacement coverage for employees who become “totally disabled”. At least two years of this coverage is to be occupationally related.

9.5.1.6 The parties acknowledge the importance of an active rehabilitation program in assisting employees in returning to their duties as soon as is reasonably possible.

### **9.5.2 Disability Income Plan Details**

9.5.2.1 In the event of “total disability” as defined in the Plan(s), the employee will become entitled to receive after the thirtieth (30<sup>th</sup>) calendar day of disability the appropriate benefit as calculated below.

**9.5.2.2 Short Term Disability Income Benefit Calculation**

Effective August 1, 2005, applicable weekly benefits are calculated based on

65% of the first \$55,000 of annual Earnings

And

55% of over \$55,000 of annual Earnings up to \$1,385 per week.

**9.5.3 Other**

9.5.3.1 Benefits for employees with appointments of less than four (4) months duration will be calculated by prorating the number of months in the divisor.

9.5.3.2 This benefit will be directly reduced by any Workers' Compensation or Canada Pension Plan Disability benefits.

9.5.3.3 The participating employee shall contribute 100% of the monthly premiums, and the University shall deduct such contributions monthly from his/her salary.

**9.5.4 Vacation and Long Term Disability**

The parties agree that vacation does not accumulate during Long Term Disability (LTD). Vacation entitlement that has accumulated as of the date of the commencement of LTD will be carried forward.

**9.6 BENEFITS AND INSURANCE – GENERAL**

**9.6.1 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.

**9.6.2 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 University and acceptance by the insurer has been confirmed.

**9.6.3 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 EMPLOYMENT INSURANCE**

Employees shall be covered for employment 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 University will contribute to the plan for each employee, to the extent provided for in the applicable legislation.

**9.9**            **GROUP REGISTERED RETIREMENT SAVINGS PLAN**

9.9.1            The University agrees to implement a group Registered Retirement Savings Plan for participation by employees. For regular employees who wish to participate in the Plan, the University agrees to contribute the total amount of the annual contribution by the fifteenth of the first month of the Benefit Year. The employee shall repay that contribution through payroll deduction in equal instalments throughout the Benefit Year.

9.9.2            Non-regular employees may participate in the Group Registered Retirement Savings Plan by advising the Payroll Department of their wish to do so by the fifteenth of the first month of each appointment term. The University agrees to contribute the total amount of the eligible contribution by the fifteenth of the first month following that advice. The employee shall repay that contribution through payroll deduction in equal instalments throughout the appointment term.

9.9.3            Any employee wishing to participate in the Group Registered Retirement Savings Plan may do so by making a single contribution to the Plan not later than February 15.

**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 University 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 University's offices and in the Library (University Library). Upon reasonable notice, access to these policy contracts will be granted to employees and to authorized representatives of the Union. The University 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 University shall notify the Union before any change is made in the limits or substance of the policy contracts.

**9.10.3 University's Liability Limit**

The Union recognizes and agrees that the University'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 University 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 University.

**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:

Flexible Benefits Plan	9.4
Disability Income Benefit	9.5

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

**9.10.4.2 Parental Leave**

- 9.10.4.2.1 Where an employee exercises his/her entitlement to 10.2.2.1 or 10.2.2.2.1 and the employee has been participating in any benefit plan, the University shall continue to pay the premiums of the plan in the same manner as if the employee were not absent where the University pays the total premium of the plan, or the employee elects to continue to pay his/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 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 9.4.2.2.2.

**9.11 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.



## **9.12 FINANCIAL AND LIFESTYLE PLANNING**

- 9.12.1 The University shall provide, at no cost to employees, one (1) retirement planning workshop per academic year. Employees and their spouses may attend one such workshop every five (5) years. The timing of the workshop and the selection of the presenters are subject to agreement between the CFA and the University. The workshops shall include, but shall not be limited to, basic financial planning and the considerations around lifestyle changes.
- 9.12.2 Employees who are retiring in the current year, or who have received reduction notice in the current year, shall have access to financial counselling under 18.2.
- 9.12.3 The Union shall have the option of determining how the available funds are to be allocated in any given year under 9.12.1 and 9.12.2. The cost of providing benefits under 9.12 cannot exceed the cost of providing the benefit committed to under 9.12.1.

## **9.13 TUITION FEE WAIVER**

- 9.13.1 Except as noted below, the University shall waive all tuition costs of credit courses taken at the University by employees, and shall waive all tuition costs of three credit-free courses taken per year at the University by all Regular employees. Non-regular employees must be assigned at least 1.0 section in the term they seek the fee waiver, or 2.0 sections in the current or previous year in order to be eligible for any waiver for credit courses. Waivers must be sought and approved prior to the employee enrolling in the course or they will not apply to that course.
- 9.13.1.1 The University shall waive all tuition costs of credit courses taken at the University by retirees, providing:
- i) there is surplus capacity in the courses;
  - ii) the retiree's enrolment attracts no additional costs to the University;
- and
- iii) the retiree's enrolment does not cause any instructor to exceed the average number of students in 6.2.2.1.1.
- The instructor, Coordinator and Vice President must agree to the enrolment of retirees in courses with no surplus capacity. Where an instructor agrees to the enrolment of a retiree, the retiree shall not be considered to be a student for the purposes of 6.2.2.1. Surplus capacity exists if after the last day for students to add courses the course does not have an enrolment equal to the maximum shown in the University's registration system. The amount of surplus capacity shall be the difference between the number of non-retiree students enrolled and the maximum number of students allowed. This provision does not apply to the Eldercollege.
- 9.13.2 Nothing in the foregoing shall be construed as limiting in any fashion the University'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. There shall be no waiver for non-tuition costs such as travel costs for field trips, excursions and tours, or for supplies required.

- 9.13.3 In the case of credit courses that are offered on a cost recoverable basis or that have a cost-recoverable component to them, only the amount of tuition equivalent to the fees for a regular base funded credit course shall be waived; and additional tuition costs must be paid by the employee.
- 9.13.3.1 All tuition fees payable under 9.13.3 will be waived for employees involved in activities included in the “Menu of Labour Adjustment Strategies: in 6.4.2.2(f) of the Common Agreement, where the fee waiver facilitates retraining to minimize the impact of the labour adjustment on the employee.

## **Article 10 LEAVES OF ABSENCE**

### **10.1 SICK LEAVE (see 2.8)**

- 10.1.1 Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days.
- 10.1.2 The University 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 of this Agreement shall apply, in accordance with the terms of that Plan.
- 10.1.4 Employees shall contact the Disability Management & Wellness Advisor as soon as they become aware that the sick leave may continue beyond the expiry of their sick leave entitlement as described in 10.1.1.
- 10.1.5 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 (see also 10.2.5).

### **10.2 PARENTAL LEAVE (see 2.8)**

See also Article 8 of the 2010-2012 Common Agreement.

#### **10.2.1 Application**

- 10.2.1.1 Parental leaves may be full-time or part-time leaves from the University.

## **10.2.2**      **Entitlement**

### **10.2.2.1**      **Prior to the Date of Birth**

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

10.2.2.1.2      A pregnant employee is entitled to an additional period of up to seventeen (17) weeks of parental leave, without pay, before the expected date of birth. Such additional leave will accommodate the commencement of the employee's assignment period. Employees with a pregnant spouse are entitled to parental leave, without pay, upon date of birth.

### **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 up to two (2) years following the statutory leave.

10.2.2.2.2      The University shall be notified of the date of return to work after Parental Leave as follows:

10.2.2.2.2.1      With respect to a one year leave:

- in a maternity situation, not later than eighteen (18) weeks after the commencement of the leave;
- in a non-maternity situation, not later than eighteen (18) weeks after the commencement of the leave.

10.2.2.2.2.2      With respect to the second and third years of the leave:

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

10.2.2.2.2.3      With respect to leaves shorter than one year:

- in both a maternity and non-maternity situation, not later than nine (9) weeks after the commencement of the leave.

### **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 University.

**10.2.3 Employment Standards Act**

Subject to 9.10.4.2.2, Part 6 (Pregnancy and Parental 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 Benefits**

For the first (1<sup>st</sup>) year leave, article 9.10.4.2.1 applies.

For the second (2<sup>nd</sup>) year leave, article 8.3 of the 2010-2012 Common Agreement applies.

For the third (3<sup>rd</sup>) year leave, article 9.10.4.2.2 applies.

**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 University shall advise Workers' Compensation Board of such coverage to enable their forwarding initial payments directly to the University, and subsequent entitlements directly to an employee.

10.3.2 Employees should contact the Disability Management and Wellness Advisor with respect to Long Term Disability entitlement in such circumstances as soon as they become aware that the disability may continue after the expiry of their sick leave coverage.

**10.4 PAID EDUCATIONAL LEAVE (PEL)**

**10.4.1 Funding**

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

- 10.4.1.1.1 Subject to 10.4.1.1.2, the University shall annually make available funds in the amount of 2.6% of salary budget committed to all regular positions for the purposes of PEL, as set out below.
- 10.4.1.1.2 When the University, 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 University may decrease the sum allocated to PEL, provided that the aggregate sum shall not be reduced by more than 40% to a minimum of 60% of the funds specified in 10.4.1.1.1 in the academic year commencing August 1, 1989 and each August 1<sup>st</sup> thereafter. One Hundred Thousand dollars (\$100,000) of this drawn down amount shall be added to the Benefit Trust Fund of Article 21.
- 10.4.1.1.3 When the University receives growth funding for specified purposes, such designated funding shall not be included in the determination of level of services as specified in 10.4.1.1.2.
- 10.4.1.1.4 In the event that the sum allocated for PEL in any year is not fully utilized in the intended year, the un-utilized amount shall carry forward as funding available for PEL in subsequent years in addition to amounts arrived at under 10.4.1.1.1 and 10.4.1.1.2 above. Monies carried forward shall be used to increase the number of PELs 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 11.8.6 until July 31, 1994 (1 section earns 1 PELS credit). Commencing August 1, 1994, PELS credits are accumulated at twice this rate (1 section earns 2 PELS credits).
- 10.4.2.2 Accumulation of PELS credits is retroactive to the date on which the employee was first hired and has been continuously appointed or has held 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 non-regular employee who has worked an average of 4 sections or more in the last four academic years and who has 32 or more sections worth of uncommitted PELS credits, and any regular employee who has 32 or more sections worth of uncommitted PELS credits, may apply for a paid educational leave. The application is subject to the adjudication provisions of 10.4.4.1.
- 10.4.2.4.1 After satisfactory adjudication, uncommitted PELS credits will be the deciding factor as to the order in which Paid Educational Leaves are granted. Uncommitted PELS credits are the accumulated PELS credits less any PELS credits committed to a granted Paid Educational Leave, whether or not that leave has yet been completed.
- 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 Return from Paid Educational Leave**

Employees returning from Paid Educational Leave shall remain in the employ of the University 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 University to the employee during such leave, on such terms as the University considers appropriate.

### **10.4.4 Procedures**

10.4.4.1 Paid Educational Leave is granted through the authority of the University. In adjudicating proposals to establish eligibility for Paid Educational Leave, the enhancement of the educational goals of the University, the excellence and the professional merit of the leave proposal and the competence of the employee to accomplish the purposes of the leave are amongst the prime considerations. The Paid Educational Leave Committee has the authority to set the standards for Paid Educational Leave and to adjudicate leave proposals against those standards. The Paid Educational Leave Committee shall not weigh the relative merits of proposed Paid Educational Leaves in the adjudication process.

10.4.4.2 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 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.

10.4.4.3.1 Proposals for Paid Educational Leaves beginning in the immediately following academic year shall be treated in the same manner as other proposals if the appropriate Dean and Coordinator agree the functional needs of the University can reasonably be met during the leave.

10.4.4.4 Proposals for Paid Educational Leave are submitted to the appropriate Dean 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 six faculty members or their alternates (see 2.8).

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

$$\frac{\text{PELS credits applied}}{16} \times \frac{1}{10} \times \text{employee's per section rate at time of leave} \times 8$$

unless the employee earned their credits as a Private Music Instructor, in which case the amount allocated for these credits shall be computed as follows:

$$\frac{\text{PELS credits applied}}{16} \times \frac{1}{10} \times \text{employee's hourly rate at time of leave} \times 100 \times 8$$

Up to 80 PELS credits can be applied per term of leave. Paid Educational Leaves shall be for one or two terms only. The PELS credits applied shall be deducted from accumulated PELS credits after the leave has been completed. Compensation available to faculty members on Paid Educational Leave shall not exceed one hundred percent (100%) of the compensation that the faculty members would have otherwise received.

- 10.4.4.7 Part Time Paid Educational Leaves shall be permissible where the objective of the Paid Educational Leave can be better accomplished on a part time basis and where the functional needs of the University can reasonably be met during the Part Time Leave.
- 10.4.4.8 Postponement of a Paid Educational Leave for up to one year shall be permissible in exceptional circumstances where the objective of the Paid Educational Leave can still be accomplished and the University's operational needs can still be reasonably met during the leave. Exceptional circumstances shall be determined by the Paid Educational Leave Committee.
- 10.4.4.9 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 University shall pay its share from the Paid Educational Leave fund.
- 10.4.4.10 The employee, within one month of his/her return to duty, must submit to the Dean 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 University to the employee during such leave, on such terms as the University considers appropriate.

## **10.5 OTHER LEAVES**

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

**10.5.1 Unpaid Educational Leave** (see 2.8)

10.5.1.1 Upon agreement among the Dean, Coordinator and employee, an 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.

10.5.1.2 An unpaid educational leave may be taken as a full-time or part-time leave.

10.5.1.3 Agreement by the Dean and Coordinator in 10.5.1.1 shall not be unreasonably withheld.

**10.5.2 Bereavement and Critical Care Leave** (see 2.8)

10.5.2.1 In the event of critical illness or death in an employee's immediate family, the employee not on leave of absence without pay shall be entitled to paid leave of absence as follows:

- (a) up to and including seven (7) consecutive calendar days per year for critical illness;
- (b) up to and including seven (7) consecutive calendar days per year for death;  
or
- (c) up to and including fourteen (14) consecutive calendar days per year for combined critical illness and death.

10.5.2.1.1 An additional seven (7) consecutive calendar days per year with pay shall be granted on application by the employee, provided the duties of the employee are performed at the regularly scheduled times at no cost to the University.

10.5.2.1.2 The University may require verification of the need for the leave.

**10.5.2.2 Timing**

Leave granted for critical illness will terminate in the event of death of the immediate family member and the employee will then be entitled to bereavement leave. Leaves under this Article must be taken during or in relation to the time of the actual occurrence of the critical illness or death. Any additional leave shall be without pay.

**10.5.2.3 Definition of Immediate Family**

Immediate family is defined as an employee's spouse, parent, child, brother, sister, grandparent or grandchild of either the employee or the employee's spouse; or any other person permanently residing in the employee's household. The word "spouse" shall be deemed to include a common-law spouse and partners of the same sex.

**10.5.3 Family Responsibility Leave**

An employee shall be entitled to up to five (5) days leave with pay per year for the purpose of caring for a sick dependent. An additional five (5) days with pay shall be



granted provided the duties of the employee are performed at the regularly scheduled times at no cost to the University.

#### **10.5.4 Personal Leave**

(see Articles 2.8 and 7.2 of the Common Agreement)

10.5.4.1 Upon agreement among the Dean, Coordinator and employee, a leave for reasons other than those specified elsewhere in this Agreement (e.g. study, compassionate, travel, political, religious, etc.) 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. Such leave shall be without pay unless otherwise authorized.

10.5.4.2 Agreement by the Dean and Coordinator in 10.5.4.1 shall not be unreasonably withheld.

#### **10.5.5 Union Duties**

10.5.5.1 Members of the bargaining 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 Dean have been made for the carrying out of their contractual obligations to the University (see 2.8).

#### **10.5.5.2 Union Release**

Reasonable release time without pay shall be provided by the University 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 University of the persons released.

#### **10.5.5.3 Union Leave**

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

10.5.5.3.1 The leave shall not exceed two (2) years.

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

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

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

**10.5.6 Court Appearances**

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

10.5.6.2 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.

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

**10.6 FACULTY/EMPLOYEE EXCHANGES**

10.6.1 The University 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 University. 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 University for a minimum of one year after the exchange has been completed.

10.6.3 The Union and the University 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
- 10.5.4 personal
- 10.5.5.3 Union
- 10.6 faculty/employee exchanges secondment

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

### **11.1 COORDINATORS**

#### **11.1.1 Appointments (see 2.8)**

The final decision for appointment of Coordinators rests with the Dean; 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 Dean will invite applications from those employees wishing to be considered for a Coordinator's position.
- 11.1.1.2 Each Dean 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 Dean requesting the functional area to conduct an election by secret ballot requiring a majority vote to confirm its recommendation. This vote must take place 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 Dean and the functional area, or if the functional area has failed to submit a name to the Dean, the Dean, subject to the decision making model described in 2.8, 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 Dean may arrange for more release time.
- 11.1.1.4 Annual Coordinator orientation shall be done jointly by the Union and the University. All new Coordinator appointments shall be subject to their attending the Coordinator orientation. (See Letter of Intent).
- 11.1.1.5 The Dean 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 Dean may remove the Coordinator for cause, without a vote of non-confidence. Such removal is subject to review through the grievance procedure (see 2.8).
- 11.1.1.6 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 Dean shall initiate the process indicated in 11.1.1.2.

## **11.2            ADMINISTRATORS**

### **11.2.1        Search Committee – Regular Appointments**

- 11.2.1.1        Selection of the Executive Administrators is the duty and responsibility of the University Board. It is recognized, however, that such persons should be selected only after wide consultation within the University community. Therefore, before making a permanent appointment of an Executive Administrator, the University Board will establish a Search Committee within the University.
- 11.2.1.1.1      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 University Board. The Union shall select its members for such committees. In addition to the members so selected, a chairperson shall be named by the University 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 University Board for appointment to the office in respect of which it is struck.
- 11.2.1.1.2      The above is not intended to exclude the possibility of staff and/or student representatives also being invited by the University Board to join in such a Search Committee. In the event that the University 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.
- 11.2.1.1.3      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, whether or not they hold acting appointments, shall be included in the recommendations referred to in 11.2.1.1.1 and 11.2.2.1.
- 11.2.1.1.3.1    For purposes of 11.2.1.1 to 11.2.1.1.3 above, the term “Executive Administrator” shall be understood to mean the President and any other administrator who reports directly to the President.
- 11.2.1.2        Selection of administrators is a duty of the University Board. Such appointments shall only be made after a Search Committee has recommended an appointee to the Board.
- 11.2.1.2.1      The Committee shall be comprised of an equal number of members of the Union and the Administration. The Union shall select its members for such committees. In addition to the members so selected, a chairperson shall be named by the President. The chairperson shall be non-voting.
- 11.2.1.2.2      Staff and/or student representatives may be invited to join such a Committee. In the event that such additional representatives do join the Committee, the number of representatives from each additional constituency shall not exceed the number of Faculty Union representatives on the Committee.

- 11.2.1.2.3 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, whether or not they hold acting appointments, shall be included in the recommendations referred to above.

## **11.2.2 Search Committee – Acting Appointments**

- 11.2.2.1 In order to make Acting appointments to positions named in 11.2.1.1, 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 the Staff Union and/or a representative of the Student Society to join the Committee.

- 11.2.2.1.1 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 (1) 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 University'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.

## **11.2.3 Faculty Secondment**

- 11.2.3.1 Faculty who are appointed to an administrator position may choose to enter the "administrator stream" or to receive a secondment from their faculty position to fill the administrator position. Such secondment shall be for up to three years. Secondment renewals beyond that period require the agreement of the Union and the University. During the secondment, the faculty member must maintain contact with his/her discipline by working at least one section of primary duties per year in his/her functional area. Faculty who are seconded will be fully compensated on the appropriate administrator scale. Faculty who are seconded are subject to evaluation as an administrator and as an active faculty member. Such faculty members are excluded from union membership for the period of the secondment but have access to the grievance process for issues concerning his/her faculty evaluation and are required to pay union dues on the faculty work.
- 11.2.3.2 Seconded faculty may switch to the "administrator stream" at any time providing this does not conflict with the operational needs of the faculty's functional area.

### **11.3 FACULTY APPOINTMENTS**

11.3.1 Every effort will be made to have all new regular employees appointed by May 31<sup>st</sup> of the year preceding the beginning of the academic year; and non-regular employees by May 31<sup>st</sup> when appropriate to the needs of the University.

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**

11.3.4.1 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:

- professional qualifications;
- professional development and experience;
- teaching experience;
- University contribution;
- community awareness; and
- personal attributes

#### **11.3.5 Procedures**

11.3.5.1 All applications should be dated and acknowledged, and filed appropriately for use by the Dean 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 and will be posted for a minimum of five (5) working days.

11.3.5.2 The Dean will request the appropriate Coordinator to establish a Search Committee and to assume or delegate the chairing of the Committee. The Committee members shall be the Dean and at least three members drawn from the bargaining unit (see 2.8).

11.3.5.3 The Search Committee shall interview candidates and compile a shortlist of candidates. This list shall be forwarded to the President for his/her consideration. The list may be ranked when appropriate.

11.3.5.4 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.

- 11.3.5.5 Where positions involve duties in more than one functional area, the Coordinator, Search Committee and the Dean referred to in 11.3.5.1 to 11.3.5.6 shall be drawn from each functional area.
- 11.3.5.6 Where the Search Committee shortlist is ranked and the President decides not to appoint the first ranked candidate, the President shall refer the matter back to the Search Committee to redo the ranking or re-open the competition, whichever the Search Committee determines is most appropriate.
- 11.3.5.7 Applications shall have a closing date stated in the publication or advertisement. Only applications received before the closing date shall be referred to the Search Committee.

### **11.3.6 Change in Appointment**

- 11.3.6.1 When an employee has worked a minimum of one (1) section, or section equivalent, for five (5) consecutive years or more, in a functional area other than that in which s/he holds an appointment, his/her appointment(s) will be changed to reflect the assignment history.
- 11.3.6.2 If the employee does not wish to accept the changed appointment, his/her assignment may revert to his/her original appointment.
- 11.3.6.3 For the purpose of all applications of 11.8, an employee who accepts a changed appointment as a result of the application of 11.3.6 will be considered to also hold an appointment in the functional area(s) in which s/he held an appointment before the application of 11.3.6.
- 11.3.6.3.1 If, as a result of the application of 11.3.6.3, an employee requires retraining to meet the current subject competence and/or qualifications that match the *bona fide* curriculum requirements as determined by the University and the functional area, s/he shall be given an unpaid educational leave for a period of up to two (2) years in order to retrain. This article does not limit the ability of the University to pay for the retraining, or of the employee to choose that the retraining form part or all of his/her professional development activities. The employee may choose to complete the retraining while working as long as the required competence and qualifications are achieved in a timely manner.

## **11.4 FACULTY APPOINTMENTS**

### **11.4.1 Probationary Appointment**

- 11.4.1.1 Normally, the first appointment for a regular, RLT and non-regular employee shall be for a two (2) year probationary period.
- 11.4.1.2 The probationary period shall be waived for a regular employee and for a regular employee who is re-hired within one (1) year and if the following conditions are met:

- previously s/he has satisfactorily completed a probationary period, and
- his/her regular appointment is in the same functional area as the previous probationary position.

11.4.1.3 Having met the conditions in 11.4.1.2, the regular employee shall be on a continuous appointment according to 11.4.2.

11.4.1.4 At least three (3) months prior to the expiry date of the probationary appointment, the employee shall be offered a continuous appointment, or, in the case of less than satisfactory performance judged by criteria set out in 11.5.2, s/he shall be offered a probationary extension of up to one year or shall be advised that no further appointment offer will be made.

11.4.1.5 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.

#### **11.4.2 Continuous Appointment**

11.4.2.1 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.

11.4.2.2 In the event that the evaluation conducted pursuant to 11.5.1.4 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 adequate alerting and guidance (see 11.6.7.1).

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

11.4.2.4 Notice of such termination pursuant to 11.4.2.2 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.

#### **11.4.3 Regular Limited Term Appointments (RLT)**

11.4.3.1 The length of an appointment made under this provision (see 2.1.4) is limited to a maximum of one year. If the appointment is to be extended, the RLT employee will be notified of the extension at least three (3) months prior to the termination date of the current appointment. No notification shall be given if an extension cannot be offered due to the employee who is absent from the regular position returning or resigning, or, in the case of an RLT employee appointed under 2.1.4.1.1, the assignment is complete. In the case of less than satisfactory performance judged by the criteria set out in 11.5.2, the RLT employee will be advised that such an offer of extension is not to be made.



- 11.4.3.2 If the RLT position referred to above is filled by an RPT employee in accordance with 2.1.4.3, 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.
- 11.4.3.3 Upon expiry of an RLT appointment the employee shall be offered a non-regular appointment 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 appointment. An RLT employee who declines an appointment in a third consecutive term does not lose his/her reappointment rights as a result of that declining (see 6.8.15).
- 11.4.3.4 The employee will not be offered a non-regular appointment if:
- 11.4.3.4.1 an evaluation, judged on the criteria set out in 11.5.2, indicates less than satisfactory performance, or
- 11.4.3.4.2 the reduction process (11.8) is applied, or
- 11.4.3.4.3 there are insufficient non-regular sections available in the functional area; insufficient non-regular sections may arise as a consequence of assigning a duty load to an RPT employee in excess of his/her committed minimum.

#### **11.4.4 Regular Appointments**

- 11.4.4.1 Normally the first appointment for a regular employee shall be for a two year probationary period unless 11.4.1.2 applies.
- 11.4.4.2 Having met the conditions set out in 11.4.2, the regular employee shall be on a continuous appointment according to 11.4.2.
- 11.4.4.3 Where the employee 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 s/he may have received a satisfactory evaluation.
- 11.4.4.3.1 Further conditional appointments, each normally being for one-year period, up to a maximum of four additional years following the expiry of the first conditional appointment, will normally be offered, assuming the employee can provide evidence that s/he has achieved reasonable progress towards the completion of the credentials.
- 11.4.4.3.2 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, Education by April 1<sup>st</sup> of each year. Mitigating circumstances shall not include the straightforward failure of the employee to meet the standards of the accrediting institution or agency.

## **11.4.5 Non-Regular Appointments**

11.4.5.1 A non-regular appointment shall be specified to be such at the time of offer. Normally the first appointment for a non-regular employee shall be for a specific period of time not to exceed one (1) year. All non-regular employees shall have a probationary period as set out on 11.4.1.

### **11.4.5.2 Further Non-Regular Appointments**

11.4.5.2.1 Once a non-regular employee has satisfactorily completed probation s/he becomes a continuous employee.

11.4.5.2.2 Non-regular employees will be assigned work in their area(s) of appointment on the basis of seniority as defined by the department/functional area. Seniority for the purposes of this article will be defined as number of sections taught in the department/functional area; seniority as defined in 11.8.6; or, another method of calculating seniority that has been provided in writing to the Dean pursuant to 2.8.2.4 by September 30, 2007. A non-regular employee will be offered additional work in his/her area(s) of appointment if work 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 appointment unless the offer would require the employee to work in three consecutive terms or the offer of further work occurs within 30 calendar days prior to the start of the assignment (see 6.8.14).

11.4.5.2.3 A non-regular employee who has had workload assigned only pursuant to 2.3.2 and 6.15 for three consecutive terms shall have his/her reappointment rights extinguished at the end of the third term.

11.4.5.2.4 A non-regular employee will have his/her continuous appointment status terminated if:

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

### **11.4.5.3 Duty Load of Less Than .5 Section**

11.4.5.3.1 For non-regular employees with a duty load of less than 0.5 section per term or equivalent, the normal process of evaluation may be waived by agreement between the functional area and the Dean. The employee and/or the Dean may request an evaluation and an evaluation shall then take place; if an evaluation in conformity with 11.4 and 11.5.2 takes place, the other provisions of 11.4.3 shall apply.

- 11.4.5.3.2 Where the initial hire for a non-regular employee is for a duty load of less than 0.5 section per term or equivalent, the normal process of appointment, reappointment and evaluation may be waived by agreement between the functional area and the Dean. The non-regular employee shall not be reappointed until such time as s/he has completed the normal appointment and evaluation processes.

#### **11.4.6 Joint Appointments**

- 11.4.6.1 It is recognized that joint appointments across functional areas do occur. When joint appointments across functional areas occur, the Coordinator in the area where the employee has the greatest appointment level will be the Coordinator responsible for the evaluation of that employee and shall seek input from the Coordinator, colleagues and students in all the functional areas where the employee holds an appointment. If the appointment level is equal, the Coordinators shall agree between themselves who shall have this responsibility.
- 11.4.6.2 The responsible Coordinator shall seek representation for the Evaluation Committee from all functional areas where the employee holds an appointment by making a request through the appropriate Coordinator of the other functional areas (see 11.5.5).

### **11.5 EVALUATION PROCEDURE**

#### **11.5.1 Schedule for Summative Evaluations**

- 11.5.1.1 Non-regular and regular employees will be evaluated at least once per academic year following procedures outlined in 11.5.
- 11.5.1.2 For a non-regular employee not placed on scale under step eight (8) and who has satisfactorily completed probation, unless there are valid reasons otherwise, the Dean shall waive these procedures two years out of three.
- 11.5.1.3 For a non-regular employee placed on scale under step eight (8) and who has satisfactorily completed his/her probationary period, unless there are valid reasons otherwise, the Dean shall waive these procedures for the first four years of a five-year cycle established in the academic year following his/her most recent regular evaluation.
- 11.5.1.4 For a regular employee with a continuous appointment, the evaluation will occur every five years unless the Dean determines there are valid reasons otherwise. The five year evaluation cycle will be established at the commencement of the continuous appointment.
- 11.5.1.5 **Evaluation Period Extension**
- 11.5.1.5.1 Employees, participating in an exchange under Appendix D, will have their evaluation period extended for a period equivalent to the term of the exchange.
- 11.5.1.5.2 An employee who has worked less than one-quarter (.25) of his or her appointed duties in his/her appointment area in any one year during the evaluation cycle shall

have the evaluation period in his/her appointment area extended so as to ensure that s/he has returned to the appointed duties for at least one year prior to being evaluated.

- 11.5.1.5.3 When, during the final year before an evaluation, a regular employee is on a one year leave or full term leave, the date for the employee's evaluation shall be advanced equal to the length of leave. A regular employee on probation shall have his/her probationary period extended by the length of his/her leave provided the leave is a minimum of one term.
- 11.5.1.6 Deleted March 3, 2014.
- 11.5.1.7 All evaluations under 11.5.1 shall be conducted by an Evaluation Committee under 11.5.5.
- 11.5.1.8 Where, under 11.5.1.2, 11.5.1.3 and 11.5.1.4, the Dean causes an evaluation of an employee to occur during the intervening years, that evaluation will have no effect on the timing of the employee's pre-existing evaluation cycle (i.e. three (3) years, four (4) years and five (5) years).

## **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.
- 11.5.2.3 **The Employee in Relation to Assignments**
- 11.5.2.3.1 Adequately develops written course objectives relevant to student needs.
- 11.5.2.3.2 Adheres to approved course outlines.
- 11.5.2.3.3 Communicates material and answers questions clearly and effectively.
- 11.5.2.3.4 Organizes and develops material clearly and effectively.
- 11.5.2.3.5 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.

#### 11.5.2.4 **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 Members of the University Community**

11.5.2.5.1 Employees should be willing to exchange ideas and to assist other faculty, staff and community partners in a professional manner.

#### 11.5.2.6 **The Employee in Relation to the University**

11.5.2.6.1 Aside from contractual obligations, an employee is expected to participate in functional area meetings, student consultations, and in such other activities from which the students, the employees and the University 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 University.

11.5.2.6.3 Employees should adequately perform approved professional development.

### 11.5.3 **The Evaluation File**

11.5.3.1 A Coordinator 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 Coordinator 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. For joint appointments, see 11.4.6.

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.

11.5.3.2.1 Questionnaires filled out by the students will not normally be distributed until at least forty percent (40%) of the scheduled contact time for the course has been completed. Questionnaires shall be distributed to a minimum of two sections per evaluation, unless the employee is working fewer than two sections during the evaluation period, in which case his/her total term workload will be evaluated. The sections chosen for student questionnaires shall be representative of the functional areas in which the employee has been assigned work.

11.5.3.2.2 A report, from one or more employees, chosen by the employee being evaluated, unless the non-probationary employee being evaluated and the Coordinator (or

his/her designate) elect in writing to waive this item. A probationary employee's file must contain this report. This report will deal with at least the criteria in 11.5.2.2, 11.5.2.3 and 11.5.2.4.

- 11.5.3.2.3 A report from the appropriate Coordinator or his/her Designate, based on the criteria in 11.5.2.2 to 11.5.2.6. The report may contain the conclusion of the Coordinator, or Coordinator Designate as to whether the employee's performance is satisfactory or less than satisfactory.
- 11.5.3.2.3.1 Where the Coordinator's or Coordinator Designates Report indicates unsatisfactory performance with respect to any of the criteria, the Report shall include any supporting evidence to substantiate the critical evaluation or recommendation. In addition, the Coordinator or Coordinator Designate shall make reasonable efforts to discuss comments relating to an unsatisfactory performance with the employee prior to finalizing the Report and submitting it to the evaluation file.
- 11.5.3.2.4 Materials, including self-submissions, relevant to the evaluation added to the file by the employee. These materials may be added any time prior to the expiration of the challenge period of 11.5.4.1. When materials are added following completion of the Coordinator or Designate Report (11.5.3.2.3), this fact should be noted on the material.
- 11.5.3.2.5 Materials relevant to the evaluation added to the file by the appropriate Dean or by the President. It is agreed that only such material as is based on the Dean's or the President's personal contact, investigation or observation will be added. The Dean'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.
- 11.5.3.3 In the case of instructors, the reports mentioned in 11.5.3.2.2 and 11.5.3.2.3 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. When an employee's duties require him or her to liaise with outside agencies and/or funding partners, the Coordinator can seek input from those outside agencies and/or funding partners.
- 11.5.3.4 No classroom visit for evaluation shall take place without reasonable prior notification to the employee being evaluated.
- 11.5.3.5 The evaluation file is open to the employee at any time during University 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 11.5.3.2.1 to 11.5.3.2.5. 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 Dean and drawn from at least three functional areas and the Committee must include in its recommendations to the Dean a recommendation that the challenge be either sustained or denied in total or in part (see 2.8).
- 11.5.4.3 The Dean 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 Dean determines that a challenge in total or in part is sustained, the sustained materials shall be removed from the file by the Dean. 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 Dean 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 Dean's recommendation to the President.

### **11.5.5 Evaluation Committee**

- 11.5.5.1 The appropriate Coordinator shall establish one or more Evaluation Committees, drawn from the faculty in appropriate functional areas. Where an Evaluation Committee is to review a file for an employee with a joint appointment, the Coordinator shall seek representation from each of the functional areas where that employee holds an appointment. 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 Dean. This Committee shall recommend to the Dean the appropriate alternative from 11.5.5.1.1 or 11.5.5.1.2. Where the Committee is made up of representatives from more than one functional area where the employee holds an appointment, the Committee may make one joint recommendation or separate recommendations for each appointment.
- 11.5.5.1.1 In the case of a probationary employee:
- continuous appointment – when the probationary period has ended with a satisfactory evaluation, (the employee has met the standard required to be hired as a regular employee),
  - continuation of probation – when the probationary period has not yet ended and the employee received a satisfactory evaluation,

- continuation of probation with alerting and guidance – when the probationary period has not yet ended and the evaluation is less than satisfactory and alerting and guidance is appropriate,
- extension of probationary period with alerting and guidance – when the initial probationary period has ended and the evaluation is less than satisfactory and alerting and guidance is appropriate, or
- termination – where the evaluation is less than satisfactory and alerting and guidance or continuation of probation with alerting and guidance is not appropriate.

11.5.5.1.2 In the case of an employee not on probation:

- the evaluation is satisfactory, resulting in no change of the employee's appointment status,
- the evaluation is less than satisfactory and alerting and guidance is appropriate, resulting in no change of the employee's appointment status, or
- termination – where the evaluation is less than satisfactory and further alerting and guidance is not appropriate.

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 completed satisfactory evaluation.

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 under 11.5.4.1 and/or add materials under 11.5.3.2.4.

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 Dean's Evaluation**

11.5.6.1 The Dean will make an overall evaluation and recommend to the President the appropriate alternative from 11.5.5.1.1 or 11.5.5.1.2.

11.5.6.2 Where there is a substantial problem under any of the components of the evaluation, the Dean 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 shortcomings that have been identified in the evaluation and for which guidance is required with respect to the criteria of 11.5.2 and will specify the improvements expected.

11.5.6.3.2 A guidance committee shall be established by the Coordinator 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 evaluation year.

11.5.6.3.4 The guidance committee will write a report to the Dean indicating the magnitude and the specifics of the guidance provided. The guidance committee shall provide a copy of the report to the employee who is the subject of the report. This report shall be submitted before reappointment.

### 11.5.6.4 **New Evaluation Cycle**

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 University's rights under this Collective Agreement.

## 11.5.7 **Special Cases**

11.5.7.1 In cases where the Coordinator or Chair mentioned in 11.5.5.1 is being evaluated, the Dean will identify a Coordinator designate who shall act as the Coordinator for the purposes of the evaluation. The Coordinator designate will then 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 there is no new material in the employee evaluation file since the last evaluation, the Committee recommendation will be 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 non-regular appointment.

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

### **11.5.8 Formative Evaluation Principles**

The formative evaluation principles are as follows:

- Wherever possible, probationary employees should not be subject to an 11.5 evaluation without the opportunity for prior direct feedback on his/her performance related to the evaluation criteria of 11.5.2.2, 11.5.2.3 and 11.5.2.4;
- Non-probationary employees should not be subject to an 11.5 evaluation without the opportunity for prior direct feedback on his/her performance related to the evaluation criteria of 11.5.2.2, 11.5.2.3 and 11.5.2.4;
- The resulting information from a formative evaluation is for the employee's use only. Procedures should be designed that recognize the confidentiality of this information;
- All employees can benefit from feedback on a regular basis.

### **11.5.9 Mentoring**

11.5.9.1 Mentoring will be offered to all employees whose student questionnaires in the first term of the evaluation year warrant mentoring in the opinion of the Coordinator.

11.5.9.2 When a probationary employee is identified for mentoring, the Union will be notified of that fact.

11.5.9.3 The mentor shall be mutually agreed upon by the Coordinator and employee.

11.5.9.4 The mentoring shall begin within two weeks of the Coordinator deciding mentoring should occur.

11.5.9.5 Participation in mentoring by employees not on probation shall be at the option of the employee. The degree of participation is not a factor in an 11.5 evaluation file.

11.5.9.6 For probationary employees who do not agree to a mentor, evaluations shall take place each term during the probationary period.

11.5.9.7 For probationary employees, the evaluation file shall contain a report detailing the mentoring given. A copy of the report shall be given to the employee. The report notes that the mentoring took place or that the employee refused to participate in mentoring. The report does not evaluate the employee's performance or participation in mentoring.

**11.6 TERMINATION AND SUSPENSION****11.6.1 Union Representation**

At any disciplinary meeting between an employee and the University, 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, the retirement shall coincide with the end of the term and s/he 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 11, Section 60(1) of the *University 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 personnel file. The employee may grieve the suspension and, in conformity with provisions of the Act, may appeal to the University Board.

**11.6.5 Dismissal for Just Cause**

The University Board may dismiss an employee for just cause. The University 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 Termination of Appointment during Probationary Period**

11.6.6.1 Within twenty-one (21) days after notice by or on behalf of the University that his/her appointment is to be terminated, the Union may, on behalf of the probationary employee, appeal the termination 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 (3) 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 Coordinator of the appealing employee or Dean of his/her functional area. The chairperson shall be chosen as per article 5.3.1.1.

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 s/he should have been terminated. The employee

shall be permitted to introduce evidence relevant to the issues to support his/her case and the Dean 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/her 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, within three (3) weeks after a chairperson has been selected, which shall be binding on all parties. The Appeal Board shall act with all powers of arbitration under the *Labour Relations Code*.
- 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 *University Act*.

### **11.6.7 Procedure for Suspension or Termination of Non-Probationary Employee**

- 11.6.7.1 Suspension or termination 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 termination? 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 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 termination. The written notice shall name the University's appointee to the SEC and invite the Union to name its appointee.

- 11.6.7.7 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 termination without benefit of the Committee's report.
- 11.6.7.8 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.
- 11.6.7.9 Nothing in 11.6.7 shall preclude the applicability of Article 5.

## **11.7 REGULARIZATION**

Regularization is the process by which a regular position is created. Regularization is also the process by which an employee receives a regular appointment or has his/her regular commitment level increased. Regularization occurs under 11.7.1 (regularization of the position through work), 11.7.3 (increased regularization of employees), 11.7.4 (regularization of the employee), 11.7.6 (discretionary regularization) and 2.1.4 (regular limited term position).

### **11.7.1 Regularization of the Position through Work**

- 11.7.1.1 When a non-regular, RLT or a combination of an RLT and non-regular employee has worked at least half time over two terms for a minimum of two consecutive academic years, a new regular position shall be established so long as work at the commitment level is assured for the next academic year.
- 11.7.1.2 The regularization commitment level under 11.7.1.1 shall be determined by the average workload over two highest terms over the two academic years, expressed as a whole number rounded down.
- 11.7.1.3 When a regular position cannot be created under 11.7.1.1 because the conditions of working over two terms cannot be met, or the work at least a half-time level is not assured for the next academic years, but a non-regular, RLT or a combination of RLT and non-regular employee continues to work at least half-time for the third consecutive year, a regular position will be established with a commitment level of the average workload over the three years.
- 11.7.1.4 The search for the new regular position shall be by open competition. Where the functional area determines that an external search is not necessary as there are sufficient qualified internal candidates, the functional area may limit the search to qualified internal candidates.
- 11.7.1.5 The search committee must interview all qualified internal candidates who apply.

- 11.7.1.6 A qualified internal candidate is one that has the necessary credentials required by the functional area, and has Capilano University as his/her primary place of employment.
- 11.7.1.7 For the purpose of 11.7, Capilano University is considered to be a non-regular employee's primary place of employment if:
- at least fifty percent (50%) of his/her current total work at all places of employment is at Capilano University,
  - the employee provides a full and accurate disclosure of all employment and declares that Capilano University is his/her primary place of employment, and
  - the functional area agrees to the primary place of employment designation applying to the employee.

### **11.7.2 Limitations on Impact of Regularization of the Position through Work**

- 11.7.2.1 Base sections are defined as those sections which cannot be removed/reassigned without departmental consultation required under the Collective Agreement.
- 11.7.2.2 Regularization will not occur under 11.7.1.1 if it results in the regularization of more than one hundred percent of base sections allocated to a discipline for the current academic year. Where assignments include more than one discipline, partial regularization may occur under this provision (i.e. where one discipline is at one hundred percent and the other is not) so long as the discipline in which the regularization is occurring has at least four sections available to create the regular position. The regularization commitment level will be limited to the sections available for regularization. Partial regularization may also occur where it brings the discipline up to one hundred percent regularization of base sections.
- 11.7.2.3 A new regular position will only be created if the work performed in the preceding two years would have occurred without replacement of employee(s) assigned non area-specific coordination and/or the replacement of employee(s) on parental leave and/or on leave for Union business.
- 11.7.2.4 A non-regular employee who has been rehired after retiring from the University (see 20.1) is not an eligible candidate for a regular position.

### **11.7.3 Increased Regularization of Employees**

At the option of the RPT employee, when an RPT employee has worked one or more sections over two terms above his/her commitment level for the past two consecutive years, an increase to the commitment level of the RPT employee shall be determined by average workload over the two highest terms over the past two academic years expressed as a whole number when rounded down.

#### **11.7.4 Regularization of the Employee**

When an employee has worked as either a non-regular employee, an RLT employee, or as a combination of a non-regular and RLT employee for a minimum of five consecutive years at least half-time, has completed probation and is not on alert and guidance or undergoing a summative evaluation, has Capilano University as his/her primary place of employment, and if applicable, meets the credential requirements of the functional area, then s/he shall be regularized in a new regular position with a commitment level of the average assignment over the past five years expressed as a whole number when rounded down. For the purpose of calculating sections worked, an employee on parental leave shall be considered to be working.

#### **11.7.5 Timing and Designation of Regularization**

11.7.5.1 The calculation of the past two, three or five consecutive years' workload shall be done for the academic year ending July 31 and will be based on the known assignments for employees as at April 1 of the same academic year. Any resulting regularization is to be effective the immediately following August 1.

11.7.5.2 Where there is an established pattern of work in more than one functional area, the regularization or the increase in regularization will maintain as much as possible that pattern. When it is agreed by the employee, the functional areas and the Dean that a new pattern will replace the established pattern of work, this new pattern shall be reflected in the regularization or the increase in regularization.

11.7.5.3 Where some portion of the work causing the regularization does not result from an established pattern of available work in a particular functional area, then a joint appointment may be created with this portion of the regular position being considered a general appointment to the University as a whole. Each position created must have at least one specific appointment area. Bumping rights (11.8) under this provision are restricted to a specific appointment area(s).

#### **11.7.6 Discretionary Regularization**

The University may create a new regular position at any time, unless its creation interferes with an automatic regularization per 11.7.1.1, 11.7.1.3 and 11.7.3 that would otherwise occur on completion of the assignments already made to the employees.

#### **11.7.7 Inventory of Bargaining Unit Work and Positions**

11.7.7.1 The University shall maintain an inventory of bargaining unit work and positions. The CFA 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.

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

- program
- coordinated area
- department
- subject area/discipline
- name, job classification, and appointment status (RFT, RPT, RLT, Non-regular, Auxiliary) of the bargaining unit member who performed the work
- location
- term
- type of funding (e.g. base funding, non-base funding)
- nature of section (e.g. teaching, coordination, release, laboratory supervision and PMI)
- any other factor deemed necessary by the CFA

### **11.7.8 Regular Part-Time Employee Eligibility for New Regular Full-Time Positions**

- 11.7.8.1 When a new RFT position is created, or an RFT position becomes vacant, an RPT employee will be offered the position providing s/he has the subject competency for a full duty load. The increase in a regular employee's commitment level per 11.7.3 from less than a full duty load to a full duty load is not considered creation of a new RFT position for the purposes of 11.7.8.
- 11.7.8.2 In the event that an RPT employee does not have the subject competency, or the RPT employee declines the offer, then the normal search selection processes shall apply.
- 11.7.8.3 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 results.
- 11.7.8.4 An RPT employee may become an RFT employee only as of August 1<sup>st</sup> of any year, at which time s/he will be newly placed on scale according to the criteria of 8.1.

### **11.8 REDUCTION**

- 11.8.1 The University 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 University 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 committed by his/her appointment letter.

- 11.8.2.2 The effect of reduction on a regular employee is the revision of the employee's committed workload from that specified in the employee's letter of appointment to the new committed level specified by the University in the Notice of Reduction. This new committed 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 11.8.5.5.1.1, 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 University.
- 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 University 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 Non-regular employees shall not be assigned workload until all regular employees who have appointment status in the functional area have received their commitment level, unless no regular employee has the subject competency and/or qualification that match the bona fide curriculum requirements as determined by the University in consultation with the functional area.
- 11.8.4.1.1 In 11.8 a regular employee has appointment status in a functional area if:
- his/her current regular appointment is in that functional area
  - 11.3.6.3 applies, or
  - s/he competed successfully for a non-regular position in the functional area and currently holds further appointment rights
- 11.8.4.2 For regular employees only, seniority (see 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 regularization 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 University in consultation with the functional area.

## **11.8.5 Rights of a Reduced Employee**

11.8.5.1 Subject to the subsequent clauses in 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 last committed; 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 their pre-reduction commitment level. 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 committed 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 A reduced regular employee's right to the workload which is equal to his/her pre-reduction commitment level may be exercised in order as set out below:

11.8.5.2.2.1 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 regular employees on the basis of seniority, and without regard to their level of regularization, and then to non-regular employees.

11.8.5.2.2.2 A regular employee on reduction also has a right to be assigned work in all functional areas where they have appointment status in preference to non-regular employees and less senior regular employees in those areas, provided s/he has the subject competence and/or qualifications that match the bona fide curriculum requirements as determined by the University in consultation with the functional area.

11.8.5.2.2.3 A regular employee reduced in the functional area to which s/he is appointed shall be assigned duties and given a reduction-generated appointment (RGA) in one or more other functional areas provided that s/he has the required competence and/or qualifications as determined by a search-like process and provided that no other regular employee, or non-regular employee with higher seniority, is displaced. The Dean may waive the search-like process for a reduced regular employee who has been assigned previously to the other functional area(s).

11.8.5.2.2.4 A regular employee for 11.8 is an employee who is an RFT or RPT, who is appointed to a functional area and who retains rights to a further appointment in that functional area. An employee who has had an assignment but no appointment to a functional area is not a regular employee of that functional area. If additional work becomes available in that new functional area, the reduction generated appointment (RGA) employee shall be assigned that work if s/he has the required competence and/or qualifications.

- 11.8.5.2.2.5 The seniority and appointment rights of the reduced employee shall not be adversely affected in the functional area in which s/he has been reduced by the employee being given a reduction-generated appointment (RGA) in another functional area.
- 11.8.5.2.2.6 An employee with a reduction generated appointment (RGA) has appointment rights in the new functional area to the level of work generated by the bump. An employee who remains on reduction continues to have these reduction-generated appointment (RGA) rights in the new functional area. After five years, the reduction-generated appointment (RGA) shall be subject to 11.3.6.
- 11.8.5.2.2.7 If an employee with an RGA is further reduced, s/he has the right to exercise bumping (11.8.5.2.2.3). If a subsequent bump is into the area in which the employee holds an RGA appointment, the search-like process shall be waived.
- 11.8.5.2.2.8 A search-like process is one which parallels that established for the selection and appointment of new faculty. The task of the Search-Like Committee shall be to determine whether or not the reduced employee in question would have been recommended to the President pursuant to 11.3.5.3 as if s/he had 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-Like Committee whose position could be adversely affected by the success of the reduced employee. The Search-Like Committee shall consist of two faculty from the functional area, two faculty chosen from the panel of representatives elected from the CFA, and the Dean. If faculty from the panel were not available, the CFA shall find replacements within 10 working days.
- 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 University.
- 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 11.8.6 to a maximum of ten (10).

11.8.5.4 **Retraining**

11.8.5.4.1 The University 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 University 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 Recognizing a reduced regular employee's right to have their committed level of workload reinstated to its last committed level, the University shall conduct the following test on an annual basis in each functional area where there are any reduced regular employees:

11.8.5.5.1.1 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 University shall determine whether or not a reduced regular employee's committed 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.

11.8.5.5.1.2 Where it is determined that a reduced regular employee's committed 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.

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 University 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 cease 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 prior to August 1, 1982 (see 11.8.6.9);
- section equivalencies when on Paid Educational Leave;
- section equivalencies when on Exchange Leave;
- section equivalencies when on general leave (see 7.3 of Common Agreement – effective August 1, 1999);
- release time and leaves 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, on compassionate or family illness leave (see 7.7 and 7.8 of Common Agreement);
- parental leave periods;
- section equivalencies for multi-location work;
- section equivalencies while an employee is performing non-bargaining unit work at the University or seconded to positions outside the University for which the University has granted leave;
- section equivalencies for coordination stipends.

11.8.6.4 No seniority will accrue for sections not worked as a consequence of work underloads approved pursuant to 2.1.2.3 and 2.1.3.4.

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 University 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 non-regular 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 eight (8) sections of seniority can be accrued in any academic year except where averaging of workload over two years has occurred.
- 11.8.6.9.2 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 University and the Union agree that no advantage or disadvantage in seniority should accrue as a result of workload averaging pursuant to 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 UNIVERSITY**

- 12.1 The following arrangements apply to situations within the University in which members of the bargaining unit participate in the creation of instructional materials as part of their work for the University. 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 University in the first instance. Recognizing that the University 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 University 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 University 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 University to him/her, be repaid, retained or paid to the University to defray the University'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 University 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 University 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**

13.1.1 The parties agree that the provisions of Section 13 of the BC Human Rights Code, R.S.B.C. 1996, Chapter 210, apply as though included in, and forming part of, this Agreement.

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

**13.2 UNIVERSITY 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 *University 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 University 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 University 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 University operates.

### **14.2 NOTICE**

When the University intends to introduce a technological change:

14.2.1 The University 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 University 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:

- The nature of the change.
- The date on which the University proposes to effect the change.



- The approximate number, type and location of employees likely to be affected by the change.
- The effects the change may be expected to have on the employees' working conditions and terms of employment.
- All other pertinent data relating to the anticipated effects on employees.
- Draft changes and additions to the Collective Agreement (see 14.6).

**14.4**      **NOTICE TO FUNCTIONAL 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 University has 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 University to protect the employees from any adverse effects. The University 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 University 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 University 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 University as a result of technological change without the written consent of the employee.

**Article 15    SEXUAL HARASSMENT**

See Article 2 – “Harassment” in the 2010-2012 Common Agreement and Appendix E Harassment Policy and Procedures.

**Article 16    LEGAL INDEMNIFICATION**

16.1         The University shall:

(a) exempt and save harmless each employee (or the estate of the employee) from any liability action arising from the proper performance of his/her duties for the University, and

(b) exempt and save harmless each retired employee (or the estate of the retired employee) from any liability action arising from the proper performance of his/her duties for the University prior to his/her retirement, and

(c) assume all costs, legal fees and other expenses arising from any such action.

(d) Consult with the employee concerning the selection of legal counsel.

**Article 17    CHILD CARE**

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

**Article 18 EARLY RETIREMENT**

18.1 In the event the University agrees to provide an early retirement allowance to an employee, the retirement allowance shall be negotiated between the University and the Union.

**18.2 FINANCIAL COUNSELLING**

Each employee who accepts a retirement package under article 18.1 is entitled to attend with their spouse or another individual who advises the employee on his/her finances, a Financial Planning Workshop and to receive subsequent personal financial consultations conducted by a firm of qualified financial planners or consultants. Fees for the consultative sessions to a maximum of \$400 per session will be borne by the University.

**Article 19 PAST PENSION SERVICE**

The University shall provide all necessary support to assist employees in the purchase of past pension service using the employee's own funds.

**Article 20 RETIRED EMPLOYEES**

**20.1 POST-RETIREMENT**

20.1.1 Following retirement from the University, a previous employee may be appointed to a position as a non-regular employee. Such appointment shall be governed by 11.3 of the Collective Agreement. At the option of the functional area and with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees (see 11.7.2.4).

20.1.2 A previous employee who has retired and is subsequently appointed to a non-regular position may work up to one-half of a full duty load, provided that the employee was not in receipt of an early retirement from the University. Where the employee was in receipt of an early retirement incentive from the University, the employee may work up to two sections per year.

20.1.3 Appointments of retired employees shall be governed by 11.3. The probationary provisions of 11.4.1 shall not apply to retired employees who received non-regular appointments following retirement. At the option of the functional area, with the approval of the Dean, the search process to fill a vacant non-regular position may be restricted to internal candidates and retired employees.

20.2 Upon request, a retiree shall be provided with a library card at no charge as a community borrower and allowed access to the University's facilities as if s/he were a registered student. An instructional Vice President may withdraw this benefit for a

particular retiree. The withdrawal of the benefit will not take effect until the CFA has been notified of the proposed withdrawal and provided with the reasons for this decision. This benefit shall not be unreasonably withdrawn.

## **Article 21 TRUST FUND**

21.1 The University and the Union agree that monies owed to faculty as per 21.4 are to be held in trust for the benefit of faculty. The trust is to be jointly administered in accordance with the terms and conditions below.

### **21.2 ADMINISTRATION**

21.2.1 The University shall continue to administer and account for the ongoing aspects of the trust amounts. The University shall provide the Union with an annual reconciliation summarizing the changes in the trust amounts and shall give the Union access to the supporting records upon request. All information required to be given to the Union under this letter of agreement shall be at no cost to the Union.

21.2.2 Annually, prior to October 15, the University shall inform the Union of the amount of benefit (21.4) generated by the holding of the trust and add this amount to the Benefit Trust Fund (21.3).

### **21.3 BENEFIT TRUST FUND**

21.3.1 The Benefit Trust Fund is an ongoing trust fund maintained by the University on behalf of the Union. The use of this fund for any or all of the approved purposes of 21.3.3 is at the discretion of the Union. The Union will make every reasonable effort to allocate the annual benefit amount by December 15.

21.3.2 The University shall maintain records for the Benefit Trust Fund. Separate sub-accounts shall be maintained for each approved purpose. The University shall provide the Union with an annual reconciliation summarizing the changes in the Benefit Trust Fund and its sub-account balances and give the Union access to the supporting records upon request.

21.3.2.1 The balance of these accounts is an ongoing liability of the University. The balances shall carry forward until used as intended or reallocated by the Union.

#### **21.3.3 Approved Purposes**

The approved purposes are:

- The purchase of the University's portion of College Pension Plan past service for faculty employed as of July 31, 1995, who, prior to 1989, were unable to enrol in the College Pension Plan;
- The purchase of the employer's portion of the College Pension Plan past service for faculty employed as of July 31, 1995 who, prior to 1989 did not join the College Pension Plan.

- Retraining for continuing employees facing the loss of work due to reduction or changing curriculum requirements;
- Retraining for continuing employees to meet new minimum credential requirements or to facilitate their return to duties in other areas of the University;
- Reimbursement of continuing employees for professional development expenses on the basis of sections worked;
- Contribution to a matching Grants Fund to encourage the use of Article 24, Educational Partnership;
- Additional contributions to the Paid Educational Leave Fund (10.4.1.1.4);
- Other purposes as mutually agreed to by the University and the Union.

## **21.4 ANNUAL BENEFIT**

- 21.4.1 The annual benefit amount is the deemed investment revenue (21.4.2).
- 21.4.2 The deemed investment revenue is determined by multiplying the trust fund base (21.4.2.1) by the trust fund interest rate (21.4.2.2).
- 21.4.2.1 The trust fund base is the sum of the following amounts measured on July 31 of each year:
- 21.4.2.1.1 The value of sections not yet paid to employees as a result of banked 6.11.2 overloads;
- 21.4.2.1.2 The unspent balance of the professional development accounts (9.4.5.1);
- 21.4.2.1.3 The unspent balance of one-time amounts identified by the University for faculty;
- 21.4.2.1.4 The unspent balance of the Benefit Trust Fund and its sub-accounts.
- 21.4.2.2 The trust fund interest rate shall be the rate for the third quarter prescribed by Revenue Canada in regulation 4301(b), the rate applicable to refunds made by the Minister.

## **Article 22 GOVERNANCE**

The parties agree that faculty play a significant role in the governance of the University and that, to the extent permitted by the *University Act*, that role will be maintained as it exists April 30, 1995.

**Article 23 EMPLOYEE ASSISTANCE PLAN**

**23.1** The parties agree to an Employee Assistance Plan to be administered by a joint University/Union committee. Subject to the following services being available through the University’s EAP provider and after appropriate consultation with the cross-University EAP Committee, the University will make every reasonable effort to ensure that:

23.1.1 The plan is administered in a manner which will ensure:

23.1.1.1 Employees, their spouses and dependants all have access to the same level of service;

23.1.1.2 The service received is available in series of pre-booked times appropriate to the circumstances;

23.1.1.3 The prompt referral of the employee to other professional advisors of the employee’s choice who are appropriate to the circumstances.

**23.2** A retiree shall have access to the Employee Assistance Plan, as if they were still an employee of the University, for two (2) years following their last employment with the University.

**23.3** Employees who have been reduced and choose severance shall have access to the Employee Assistance Plan, as if they were still employees of the University, for one year following their last employment with the University.

**Article 24 EDUCATION PARTNERSHIP**

**24.1 PURPOSE**

The purpose of this agreement is to assist the University in meeting its mandate through the acquisition of supplies, equipment and/or education services exclusively for the use by employees in performing their duties. The employees in question will agree to reduce the value of their earned time by the cost of acquisition.

**24.2 CONDITIONS**

24.2.1 Acquisitions will only be made for approved proposals.

24.2.2 Proposals must include:

- The supplies, equipment and/or education services to be acquired,
- An explanation of how they assist the University in meeting its mandate, and
- The amount of earned time to be donated.

24.2.3 Any property acquired through this process will belong to the University and not to the employee, so that the employee will use such property exclusively for professional purposes for the benefit of the University, will not use such property for private commercial purposes, will agree to permit other employees of the University to use the property at the reasonable direction of the University and will not be able to sell, lease or lend the property. The property will be labelled as being the property of the University.

**24.3 PROCESS**

24.3.1 Employees will prepare a proposal including the above information and any other terms relating to the reduction of their earned time. Employees will submit their proposal to their Coordinator and then to their Dean or Vice President.

24.3.2 The Coordinators will review the proposals and satisfy themselves that the proposed acquisitions will assist the University in meeting its mandate and will be exclusively used by the employees in performing their duties.

24.3.3 The Deans or Vice Presidents will review the proposal and satisfy themselves that the proposed acquisitions will assist the University in meeting its mandate and will be exclusively used by the employees in performing their duties. Approved proposals meeting these conditions will then be forwarded to financial services.

24.3.4 Financial services shall initiate the acquisition after confirming the existence of sufficient available funding, including the earned time to be donated.

24.3.5 A copy of the approved proposal shall be returned to the employee.

IN WITNESS WHEREOF the Board of Capilano University has caused the name and seal of Capilano University to be affixed hereto in the presence of the Chairperson of the University Board and the Vice-President, Human Resources, 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 UNIVERSITY

by:

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Parveen Mann"  
Director, Human Resources

THE CAPILANO UNIVERSITY FACULTY ASSOCIATION

by:

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Eduard Lavalley"  
Chair, Bargaining Committee, CFA

THE POST SECONDARY EMPLOYERS' ASSOCIATION

by:

\_\_\_\_\_  
"Roy Daykin"  
PSEA Chair



**APPENDIX A**

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

TO: Capilano University

**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 Union of Capilano University, dues at the rate established by the Union 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 University 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 UNIVERSITY

\_\_\_\_\_  
Employee Number

Received per: \_\_\_\_\_

**APPENDIX B****SALARY SCHEDULE FOR LABORATORY SUPERVISORS AND INSTRUCTIONAL ASSOCIATES****LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES**

Effective April 1, 2010

<b>Step</b>	<b>.85 of Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	70,746	1,415	72,161	9,021	47.74
<b>2</b>	66,275	1,326	67,601	8,451	44.72
<b>3</b>	61,734	1,235	62,969	7,872	41.66
<b>4</b>	59,207	1,184	60,391	7,549	39.95
<b>5</b>	57,038	1,141	58,179	7,273	38.49
<b>6</b>	54,870	1,097	55,967	6,996	37.02
<b>7</b>	52,702	1,054	53,756	6,720	35.56
<b>8</b>	50,533	1,011	51,544	6,443	34.09
<b>9</b>	48,364	967	49,331	6,167	32.63
<b>10</b>	46,196	924	47,120	5,890	31.17
<b>11</b>	44,027	881	44,908	5,614	29.71

**LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES**

Effective January 1, 2013

<b>Step</b>	<b>.85 of Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	71,454	1,429	72,883	9,110	48.20
<b>2</b>	66,938	1,339	68,277	8,535	45.16
<b>3</b>	62,351	1,247	63,598	7,950	42.06
<b>4</b>	59,799	1,196	60,995	7,624	40.34
<b>5</b>	57,609	1,152	58,761	7,345	38.86
<b>6</b>	55,419	1,108	56,527	7,066	37.39
<b>7</b>	53,229	1,065	54,294	6,787	35.91
<b>8</b>	51,038	1,021	52,059	6,507	34.43
<b>9</b>	48,848	977	49,825	6,228	32.95
<b>10</b>	46,657	933	47,590	5,949	31.47
<b>11</b>	44,468	889	45,357	5,670	30.00

**LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES**  
**Effective April 1, 2013**

<b>Step</b>	<b>.85 of Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	72,168	1,443	73,611	9,201	48.68
<b>2</b>	67,607	1,352	68,959	8,620	45.61
<b>3</b>	62,975	1,260	64,235	8,029	42.48
<b>4</b>	60,398	1,208	61,606	7,701	40.74
<b>5</b>	58,185	1,164	59,349	7,419	39.25
<b>6</b>	55,973	1,119	57,092	7,137	37.76
<b>7</b>	53,761	1,075	54,836	6,855	36.27
<b>8</b>	51,548	1,031	52,579	6,572	34.77
<b>9</b>	49,337	987	50,324	6,291	33.28
<b>10</b>	47,124	942	48,066	6,008	31.79
<b>11</b>	44,912	898	45,810	5,726	30.30

**LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES**  
**Effective January 1, 2014**

<b>Step</b>	<b>.85 of Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	72,890	1,458	74,348	9,294	49.17
<b>2</b>	68,283	1,366	69,649	8,706	46.06
<b>3</b>	63,605	1,272	64,877	8,110	42.91
<b>4</b>	61,002	1,220	62,222	7,778	41.15
<b>5</b>	58,767	1,175	59,942	7,493	39.64
<b>6</b>	56,534	1,131	57,665	7,208	38.14
<b>7</b>	54,298	1,086	55,384	6,923	36.63
<b>8</b>	52,063	1,041	53,104	6,638	35.12
<b>9</b>	49,830	997	50,827	6,353	33.62
<b>10</b>	47,595	952	48,547	6,068	32.11
<b>11</b>	45,361	907	46,268	5,784	30.60

**LABORATORY SUPERVISORS, INSTRUCTIONAL ASSOCIATES**  
**Effective February 3, 2014**

<b>Step</b>	<b>.85 of Common Grid</b>	<b>2% Stipend</b>	<b>Combined Per Annum</b>	<b>Per Section</b>	<b>Per Non-Inst. Hour</b>
<b>1</b>	73,619	1,472	75,091	9,386	49.66
<b>2</b>	68,966	1,379	70,345	8,793	46.52
<b>3</b>	64,240	1,285	65,525	8,191	43.34
<b>4</b>	61,612	1,232	62,844	7,856	41.56
<b>5</b>	59,355	1,187	60,542	7,568	40.04
<b>6</b>	57,099	1,142	58,241	7,280	38.52
<b>7</b>	54,841	1,097	55,938	6,992	37.00
<b>8</b>	52,584	1,052	53,636	6,705	35.47
<b>9</b>	50,328	1,007	51,335	6,417	33.95
<b>10</b>	48,071	961	49,032	6,129	32.43
<b>11</b>	45,815	916	46,731	5,841	30.91

## APPENDIX C

### APPLICATION AND WAIVER FORM RE EMPLOYEE BENEFITS Reference - Article 9 Benefits

In accordance with the provisions of the current Collective Agreement between the University and the Capilano University Faculty Association, I, \_\_\_\_\_ (print name), acknowledge and accept that:

- a) disability Income Plan coverage is mandatory for all regular employees and mandatory for all non-regular employees once they become eligible to enrol in flexible benefits;
- b) the information below represents my election with regard to the benefit plans available and is based on my status as indicated below;
- c) as a condition of enrolment I must maintain benefit coverage for the four-year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- d) I will be liable for premiums for the duration of the time that I must maintain coverage (for non-regular employees this means while reappointment rights are still in existence - one year following the last assignment) save and except when the University pays the premiums under the plan;
- e) collection of premiums for which I am liable shall be by prepayment from the date the premiums are no longer paid by the University;
- f) my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

***Employee status (check one box below)***

- Regular employee
- Non-regular employee eligible to enrol in flexible benefits
- Non-regular employee not eligible to enrol in flexible benefits

***Dependent status (check one box below)***

- Single
- Couple (one dependent)
- Family (more than one dependent)

I herein make application for enrolment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enrol in those benefits indicated below.

Benefit	Enrolment Requested	Enrolment Waived
Basic Medical (M.S.P.)		
Extended Health		
Dental		
Orthodontics		
Group Life Insurance		
Accidental Death and Disablement		
Additional Coverage Possible		

\_\_\_\_\_  
Signature of employee

CAPILANO UNIVERSITY

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Received per

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

[Housekeeping Subcommittee to review and amend article references only]

## APPENDIX D

### 10.6 - FACULTY/EMPLOYEE EXCHANGES (see 2.8)

NOTE: The Collective Agreement Numbers below refer to the numbers in the March 31, 1984-July 31, 1989 Collective Agreement.

For the purpose of implementing 10.6:

1. The following are the principles governing exchanges for employees under this Agreement:
  - 1.1 It is the policy of the University to encourage and facilitate exchanges of Capilano University employees with faculty members of other institutions whenever such exchanges are judged to be in the interests of the University. Faculty exchanges are viewed as, and should take the form of, professional development activities (rather than as concessions or awards to employees).
  - 1.2 Faculty exchange proposals may be initiated by an employee, a department, or any other unit of the University; 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 University employee requires the formal approval of the President.
  - 1.3 In general terms, a Capilano University employee on exchange at another institution shall remain an employee of the University 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 University while on exchange here.
  - 1.4 A Capilano University employee who participates in an exchange must agree to remain in the employ of the University for a minimum of one year following completion of the exchange.
2. The following are the basic procedures to be used for the implementation of faculty exchanges:
  - 2.1 Applications for exchange are addressed to the functional area Coordinator.
  - 2.2 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 University on exchange.
  - 2.3 The employee on exchange shall remain an employee of Capilano University, 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 University; the University 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 University shall advise the employee of the circumstance as far in advance as possible.

- 2.4 For purposes of seniority and salary placement, the employee on exchange shall be considered as being on regular assignment.
- 2.5 Formal evaluation of performance of employees on exchange will be waived.
- 2.6 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.
- 2.7 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.
- 2.8 Although the University makes no commitment to defraying costs incurred by an employee on exchange, it will consider some financial support for such.
- 2.9 The process of selecting exchange faculty members from other institutions should be similar to that for faculty appointments to Capilano University. A review of credentials and some substitute for a personal interview by the host department of Capilano University will be required.
- 2.10 The University will waive all tuition costs of courses for the dependents of faculty members on exchange at Capilano University.
- 2.11 The University shall make available to any department hosting an exchange faculty member a small budget to assist the department in its hosting responsibilities.
- 2.12 The University shall maintain an information clearing house on faculty exchange possibilities and shall distribute an informational newsletter on exchanges to employees from time to time.
- 2.13 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 University Union members on exchange, are as follows:

Article 1, 2, 3, 4, 6.6.1, 6.8.1,  
 6.8.2, 6.8.7, 6.8.8, 6.8.12,  
 6.8.13, 6.8.14, 6.8.15, 6.8.16,  
 6.8.17, 7.1, 7.2, 10.5.4, 11.1,  
 11.2, 11.4, 14, 20, 21, 22

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, Conditions of the host institution should apply.

6.2, 6.3, 6.4, 6.4A, 6.5, 6.6.2,  
6.6.3, 6.8.3, 6.10, 6.11, 6.14,  
7.6, 7.7, 7.8, 13, 15, 17, 23

6.7

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

6.8.4,  
6.8.5, 6.8.6, 6.8.9, 6.8.10,  
6.8.11, 6.8.14

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.

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.

6.12

Anything banked under this shall automatically be paid out by the University at the end of the exchange; conditions of the host institution apply.

6.13

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

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.

7.4

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

7.5, 7.9, 7.10, 8, 10.1, 10.2,  
10.5.2, 11.6, 11.7, 16, 18, 19,  
24, Appendix B

Conditions of the home institution should apply.

9

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

10.3

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

10.4

Should not be implemented while on exchange.



10.5.2	Conditions of the home institution should apply.
10.5.3, 10.5.5	Conditions of the host institution should apply (interpreting these leaves as working conditions rather than benefits).
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.
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 s/he has been on exchange.
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.
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.
13	Conditions of the host institution should apply.
Appendix A	Capilano University employees remain employees of the University 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.

## APPENDIX E

### HARASSMENT POLICY AND PROCEDURES

#### 1.1 Complaints

A member of the University community who believes that s/he has a complaint of 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 Conflict Resolution Advisor.

#### 1.2 Informal Mediation

When a complaint is received by the Employer involving an individual covered by this Collective Agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- where the parties agree to mediation, the matter will be mediated by the Conflict Resolution Advisor, unless the parties agree otherwise;
- the mediation process and resolution will be kept strictly confidential by all participants;
- where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

#### 1.3 Informal Mediation Process

The Conflict Resolution Advisor will assist all parties involved in allegations of harassment, in determining the basis, if any, for a complaint of harassment; in formulating the complaint and/or response; and by explaining the options available through University policy or Collective Agreements. With a 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.

Following consultation with the Conflict Resolution Advisor the complainant has the following options:

- to proceed to mediation (see article 2.0 of the 2010-2012 Common Agreement);
- to proceed to formal administrative action;
- 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.

If the matter becomes the subject of any other conflict 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.

**LETTER OF AGREEMENT**

**BETWEEN**

**CAPILANO COLLEGE**

**AND**

**CAPILANO COLLEGE FACULTY ASSOCIATION**

**Re: 6.2.2.2.1 – SCHEDULED ABE HOURS**

The parties agree that the College will be bound by past practice in its administration of 6.2.2.2.1.

This agreement shall not expire with future Collective Agreements and does not need to be renewed to remain in effect.

Executed this 23<sup>rd</sup> day of June, 1995.

CAPILANO COLLEGE

CAPILANO COLLEGE FACULTY  
ASSOCIATION

By “Jack McKeoun”

“Valerie Cochran”

“Marie Jessup”

“John Wilson”

## LETTER OF AGREEMENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: NON-BASE FUNDED PROGRAMS**

The parties agree that non-base funded programs and activities shall be organized in the following manner.

**1. PRINCIPLES**

All University Divisions/Departments shall be encouraged to engage in revenue generating activities.

1.1 Non-base funded activities/projects will be coordinated by the functional area(s) most closely related to the activity/project's discipline. When a non-based funded project/activity on a regional campus is related to a discipline, coordination will be mutually determined by the regional campus and the discipline functional areas.

1.2 Nothing in this letter changes Service Course arrangements between functional areas (e.g. existing functional areas are the preferred provider; faculty appointments are not changed by service course assignment).

1.3 Prior to a faculty member's accepting and being assigned release sections for non-base funded development, the University shall establish the expected outcomes of these release sections. The faculty member who agrees to being assigned the release sections shall act in accordance with the expected outcomes.

1.4 The following are excluded from this Letter of Agreement:

- International Student Fees
- International Programs
- Individual courses that are normally base funded are:
  - a) purchased by a third party, or
  - b) offered as a cost recoverable section.

**2. PROJECT PLAN**

2.1 As part of the approval process, the appropriate Dean shall require from the proposing functional area a detailed project plan covering the educational and financial scope and nature of the project. This plan shall include:

- Educational aspects and relation to the University's Mission & Values and Strategic Directions

- Revenue Expected
- Direct costs with indications of services to be provided by other areas of the University
- Applicable overhead rate to be applied

2.2 When the Dean and functional area cannot agree on the details of the project plan, the matter shall be referred to the Joint Non-Base Funding Committee (JNBFC).

### **3. BUDGETING AND PRICING**

#### **3.1 Overhead**

3.1.1 Overhead rates for general support provided by the University to non-base activities will be set by the VP, Finance and Administration. Overhead is not calculated on funds administered by partnering external agencies. The VP, Finance and Administration may agree that a different overhead rate may be applied if it is in the best overall interest of the University (e.g. prevention of reduction notices or the layoff of employees, attraction of future contracts, over-riding community benefit).

3.1.2 The University overhead rate will include indirect costs (including substitution) that are not specific to the project, but are standard services provided by the University to all programs.

#### **3.2 Direct Costs**

3.2.1 All direct costs of project are to be calculated including such costs as salary, travel expenses, benefits, direct supplies, materials, rentals, support staff, coordination, project management, project development costs, professional development costs, costs to develop any future projects, and commission.

3.2.2 Initial purchase of computers and specialized equipment should be built in as direct project costs.

3.2.3 Computer labs will be rented at a cost equal to the standard internal University rate.

### **4. WORK**

#### **4.1 Currently Offered**

4.1.1 This Letter of Agreement does not apply to the offerings of Extension Programs and Services for the five years preceding January 1, 1996.

#### **4.2 CLASSIFICATIONS OF WORK**

Base funded work is not covered by this letter.

4.2.1 Unless otherwise provided in the Collective Agreement, Instructional work at University is done using five different classifications as follows:

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Primary Activity Divisor</b>	<b>64</b>	<b>88</b>	<b>120</b>	<b>152</b>
<b>Primary Activity</b>				
• <b>Instruction</b>	Yes	Yes	Yes	No
• <b>Non-Instruction</b>	No	No	No	Yes
<b>Additional Activities Expected:</b>				
• Ancillary duties	Yes	No	No	No
• Functional Area Meetings	Yes	Yes	Yes	Yes
• Office Hours	Yes	No	No	No
• Preparation and Planning	Yes	Yes	Minimal	Yes
• Professional Development	Yes	Yes	Yes	Yes
• Student Evaluation	Yes	Yes	Minimal	No

This table is based on the Collective Agreement standard of 189 non-instruction hours per section that includes 37 hours of professional development time.

4.2.2 Different classifications have different responsibilities. These responsibilities both define the classification to be used and determine the duties which are included in the section rate.

4.2.3 Once determined, the sectional equivalents are calculated based upon the divisor for the classification. This calculation is:

- *For Classification 1, 2 and 3*  
**Section=total instruction hours/divisor for classification.**
- Duties which are not included in the classification may be assigned on an hourly basis and the additional sections worked are calculated as:

$$\text{Sections}=\text{total additional office hours}/88$$

$$\text{Sections}=\text{total additional ancillary hours}/152$$

- *For Classification 4*  
**Sections=total hours/152**

4.2.4 All sectional rates include professional development time. Faculty are responsible for 37 hours of professional development time per section.

4.2.5 For laboratory or like activity, the section equivalent or hourly rate is the same as laboratory or like Classification 1 activities.

#### 4.2.6 **Classification 5**

4.2.6.1 Classification 5 work is the instruction of Non-Credit courses of fewer than 30 hours duration. They have no formal evaluation and no University Credit earned toward a Certificate (not including a certificate of completion) or Diploma (e.g. no transcript is provided) issued by the University or recognized professional body or an organization with which the University is associated.

4.2.6.2 Classification 5 work is not covered by the Collective Agreement except to the extent provided under 2.3 and 6.15. When members of the bargaining unit perform classification 5 work through the application of 6.15, that work shall be considered Classification 2 work for the duration of the assignment.

4.3 **UNIQUE SKILLS OR EXPERIENCE**

In circumstances where an individual with unique skills and/or experience can be retained to provide the instruction/activity only if s/he is paid at a rate of compensation higher than that provided under the Collective Agreement, the Joint Non-Base Funding Committee may agree to compensation in excess of that provided in the agreement.

4.4 **DEVELOPMENT OF NEW PROGRAM/ACTIVITY**

Where a faculty member initiates and develops a new non-base funded program/activity, s/he may be granted up to a one section overload per year for up to three consecutive years to participate in the program/activity. This overload shall not be subject to the constraints of 6.11 and 6.15.1.3 of the Collective Agreement. No faculty member may work more than one such overload section in any academic year.

4.5 **JOINT NON-BASE FUNDING COMMITTEE (JNBFC)**

4.5.1 At the call of either party, the Joint Standing Committee will be convened as the Joint Non-Base Funding Committee. This committee is expected to meet either in person or through some other means on very short notice (24 to 48 hours).

4.5.2 The parties shall mutually agree upon a chairperson and vice-chairperson who shall not attend meetings or have a vote except as outlined below.

4.5.3 The JNBFC shall normally operate on a consensus basis without the chairperson or vice-chairperson present. If consensus is not possible then the chairperson will attend the next meeting as a voting member and each of the parties will designate which of their two representatives shall be their voting member for that meeting.

4.5.4 The vice-chairperson will act for the chairperson when s/he is unavailable

4.5.5 The JNBFC shall be responsible for:

- Resolving disputes as to the meaning and application of this Letter of Agreement and for providing recommendations to the parties on changes to this Letter of Agreement;
- Providing a timely response to requests for non-base funded projects/activities which require a quicker response than is available through normal University channels. Such responses shall be reviewed by the Senate and will not be available as precedents for future decisions; and
- Providing a timely response to special requests for non-based funded projects/activities which request a variation to the Collective Agreement or attached letters of agreement. Such responses shall not be available as precedents for future decisions. Such projects/activities must be reviewed by the JNBFC at the end of its initial funding or within one year of its approval, whichever comes first, to determine whether the project/activity should continue.



- When there is a disagreement between functional areas about which functional area should be the location of the non-base funded activity, the matter shall be decided by the Dean(s) after consultation with the affected functional area.
- When functional areas disagree with a decision made under 6.4, the matter shall be referred to the JNBFC for resolution.
- The University will provide the Union with a copy of all reports on NBF programs provided to the Board.
- The University will respond within a reasonable time to request for information on NFB programs from parties through their representatives on the JNBFC.

5. The parties agree to establish a Joint Committee to review the non-base funded programs and the appropriate terms and conditions of employment for employees working in such programs. The committee will be comprised of two (2) representatives from the University and two (2) from the Union. The committee shall make any recommendations to their respective principals by June 30, 2014. The committee will not have the power to bind the parties' respective principals.

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Cindy Turner"  
VP, Finance and Administration

\_\_\_\_\_  
"Eduard Lavallo."  
Chair, Bargaining Committee, CFA

## LETTER OF AGREEMENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: MULTI-LOCATION WORK**

During the term of the 2010-2014 collective agreement, the Parties agree to establish a Joint Committee to review the current compensation and locations/sites for multi-location work. The Joint Committee will:

1. be comprised of two (2) representatives from the University and two (2) representatives from the Union, and;
2. will make recommendations to their respective principals no later than June 30, 2014.

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann "  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavallo"  
Chair, Bargaining Committee, CFA

## LETTER OF INTENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: COORDINATOR TRAINING**

The Parties agree that regular training sessions to develop the skills and knowledge to carry out the functions of Coordinators are beneficial.

A committee of 2 Union representatives and 2 University representatives will meet to:

- Identify areas where training is desirable
- Develop methods to deliver the training
- Evaluate the training sessions

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann"  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavalley"  
Chair, Bargaining Committee, CFA

## LETTER OF INTENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: IMPROVE TERMS OF REFERENCE AND PROVIDE TRAINING FOR THE  
ALERTING AND GUIDANCE/CHALLENGE COMMITTEE**

The Alerting and Guidance/Challenge Committee Sub-Committee submitted the following Letter of Intent:

### **Preparing a Challenge**

The Challenge must relate to the appropriateness of the statements made in the material on the grounds that:

- **The statements are not relevant** -- In reviewing the relevance of the statements made, the Committee will be guided by the components set out in Article 11.5.2 – Evaluation Criteria.

and/or

- **The statements are unsupported.** They contain information and/or judgments that are not supported by the evidence of materials in the file. With respect to information and/or judgments that are not supported by the evidence of materials in the file, the Challenge Committee will be guided by all the materials in the file, which will include student statements in questionnaires, personal observations documented by the Colleague and the Coordinator (or Designate) and any other materials added to the file by the employee, the Coordinator or Dean.

### **Establishing the Challenge Committee**

1. Article 11.5.4.2 states that the Challenge Committee shall be established by the Dean from the panel of employees trained to serve on challenge committees.
2. The Challenge Committee members must be drawn from at least three functional areas outside of the employee's functional area.
3. The Dean will ask prospective members of the Challenge Committee if they have a conflict of interest.

### **Reviewing a Challenge**

#### **1. Missing Documentation**

If the Challenge Committee cannot determine whether to sustain or deny the challenge because documentation specifically cited in the evaluation file is not provided, the Challenge Committee can ask to have that documentation produced.

2. **Language**  
In the Coordinator's and Colleague's reports words should be given their ordinary meaning, and the Committee should review them only to determine if they are **irrelevant** to the evaluation criteria or **unsupported**.
3. The Challenge Committee must review each statement challenged and must determine, on the grounds cited for the challenge, whether the challenge is sustained or denied.

### **The Challenge Committee's Recommendations**

The Challenge Committee must make a recommendation to the Dean to either sustain or deny, in total or in part, the challenge to each statement. The recommendation should identify the grounds on which the challenge to a statement has been sustained or denied. (See Article 2.8)

## **EVALUATION AFTER ALERTING AND RESULTING IN GUIDANCE**

### **The Evaluation Process**

1. An evaluation file resulting in alerting and guidance becomes Part I of a two-part evaluation file.
2. An evaluation file (Part I) resulting in alerting and guidance remains intact and stays in the Dean's Office until the completion of Part II of the file.
3. Part II of the evaluation file is prepared in the same way as Part I.
4. Student questionnaires are handed out in each term, preferably late in the first term.
5. Coordinator and Colleague visits occur at least once per evaluation year. For an employee on guidance, it may be useful for these observation visits to occur in both terms.
6. When Part II of the evaluation file is complete and ready to be forwarded to the Evaluation Committee, the department requests that the Dean forward Part I to the Evaluation Committee.
7. The Evaluation Committee makes its recommendation based on a review of the complete evaluation file consisting of Parts I and II.

## **GUIDANCE**

### **The Guidance Process**

1. The University alerts the employee prior to the start of the guidance.
2. For the probationary employee, guidance begins in the next term in which there is an instructional assignment.
3. For the non-probationary employee, guidance begins at the beginning of the next evaluation year.

4. Immediately after the University has alerted the employee, the Coordinator (Chair) establishes a Guidance Committee of three to five members, approved by the employee. (See Article 11.5.6.3.2)
5. The Guidance Committee in collaboration with the employee develops a guidance activity plan for the evaluation year.
6. Guidance is provided during the full year, although the emphasis should be placed on the first half of the year to maximize the benefit to the employee.
7. Guidance takes place in the evaluation year during which the evaluation file (Part II) is compiled.
8. At the end of the guidance, the Guidance Committee prepares a Report for the Dean, detailing the guidance given.
9. A copy of the Report should be given to the employee. (See Article 11.5.6.3.4)
10. The Report notes that guidance took place or that the employee refused to participate in guidance. The Report does not evaluate the employee's performance or participation in the guidance.
11. The Dean's copy of the Guidance Report is destroyed when the Evaluation file is destroyed.

#### **TRAINING CHALLENGE AND GUIDANCE COMMITTEES**

The parties to the Collective Agreement agree to work together to develop orientation and training materials to be used in the training of potential Challenge and Guidance Committee members. The relevant portions of this letter will be part of the training materials.

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann"  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavallo"  
Chair, Bargaining Committee, CFA

## LETTER OF INTENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re:**

**LINKAGES TO THE 2010-2012 COMMON AGREEMENT**

Effective March 3, 2014, the Parties agree to the provisions of the 2010-2012 Common Agreement except as modified herein and by the 2012 FPSE Compensation Template Table Agreement:

1. Common Faculty Professional Development Fund Article 16 clause 3.1 – Fund shall be amended to:
  - (a) “The Fund will be set at zero point two percent (0.2%) of faculty salaries.
2. Article 9.2.1 – Specific Benefits of the 2010-2012 Common Agreement shall not apply except as necessary for the application of article 9.2.2.
3. Notwithstanding 2 above:
  - a. Life insurance and AD&D will be as per article 9.4.7.1 and 9.4.7.2 of the local agreement until 11:59pm on March 31, 2014.
  - b. Since the Capilano University/CFA Collective Agreement and its faculty benefits plan treat Vision Care coverage differently than do the collective agreements and benefits plans of the parties to the 2010-2012 Common Agreement, the value of \$17,726 will be allocated annually to fund the changes in Private Music Instructors (see below). Any remaining amounts will be allocated to the Trust Fund as in Article 21.

The cost of benefits, scale placement and step advancement for Private Music Instructors will be calculated at eighty-eight (88) hours per section and will be paid from the amount for vision care coverage referred to above. These costs will be mutually agreed.

4. Article 9.3 – Disability Benefits of the 2010-2012 Common Agreement shall apply except as modified in this local agreement in article 9.5.
5. Article 11 – Early Retirement Incentive of the 2010-2012 Common Agreement shall not apply.
6. **Article 6.6: Educational Technology / Distributed Learning**
  - 6.6.1  
It is understood that the phrase defining Distributed Learning in this and all following articles also refers to Educational Technology activities.

6.6.4/ 6.6.5

It is understood that the employer determines what is “necessary”.

7. **Article 7: Leaves**

7.1 Definitions

It is understood that “stepchild, stepchild in-law” refers to “stepchildren, step children’s spouses”.

8. **Article 8: Parental Leave**

8.1.1 Definitions

(b) It is understood that base salary does not include stipends, overloads etc...

9. **Article 14: International Education**

It is understood that this Article shall govern the terms and conditions for employees originally hired at BC campuses who travel outside Canada and the US.

14.2 Expenses

It is understood that travel and other expenses referred to do not include those expenses incurred when an employee is living in another country.

14.5 Orientation and Return

It is understood that when travel is to Mexico, the employee may not require three (3) working days inclusive of travel.

10. **Article 15: Health and Safety Equipment**

It is understood that “all” relates to appropriate Health and Safety apparel and equipment required by Worker’s Compensation.

*Without Prejudice*

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann "  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavallo"  
Chair, Bargaining Committee, CFA



## LETTER OF INTENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: LINKAGES TO THE COORDINATORS' MANUAL, UNIVERSITY POLICY  
AND PAST PRACTICE**

### **Insertions to the Coordinators' Manual (CM)**

**CM-Section 4.8.2-Annual Proposals** – Add the following wording: “Professional Development can include Union activities when these relate to the employee’s professional development.”

**CM-Section 4.11.1** – Add the **NREG: Non-expiry of Rights** paper.

### **University Policy**

#### **Revise Administration Reference Memo 1016**

Provided there are no alternative childcare arrangements that can be made, the University will reimburse childcare expense when the University requires a faculty employee to work outside of his or her normal working times. The amount cannot exceed the minimum hourly wage per hour.

### **Continuation of Past Practice**

**Re: Article 11.7.1.1 and Article 11.7.3.1**

The University proposes to continue the practice of topping up the commitment of an employee provided they sign the agreement to work over three (3) terms.

**Re: Office hours through e-mail**

The parties agree to continue past practice with reference to the above proposal.

**Re: Article 6.14 – Substitution**

The parties agree to respect the principles embodied in the Gelin memo.

*Without Prejudice*

EXECUTED this 3<sup>rd</sup> day of February, 2014.

---

"Shelley McDade"  
Chairperson, Capilano University Board

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"Joanne Quirk"  
President, CFA

---

"Parveen Mann"  
Director, Human Resources

---

"Eduard Lavalle"  
Chair, Bargaining Committee, CFA

## LETTER OF AGREEMENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

**Re: MULTI-LOCATION**

Articles 6.8.8 and 7.7 of the Collective Agreement will be suspended and have no force or effect for the term of this Agreement. These Articles will be replaced by the following:

### **MULTI-LOCATION and MULTI-SITE WORK**

1. For the purpose of this Letter of Agreement, the University shall be deemed to be comprised of the following locations:

- North Vancouver Campus
- Sunshine Coast Campus
- Howe Sound Campus
- Mt. Currie Learning Centre

An employee may be assigned to work at any one location of the University.

- An employee who accepts an instructional assignment to work in more than one location and is required to travel to more than one location in the same week shall be reimbursed for travel expenses at the University's current rate and shall receive a stipend in lieu of re-imburement for other related expenses.
- An employee who accepts an instructional assignment to work in more than two locations and is required to travel to those locations in the same week shall be reimbursed for travel expenses at the University's current rate and shall receive stipends in lieu of re-imburement for other related expenses.

The above two clauses do not apply to

- employees on reduction
- employees who have appointments at all locations of assignment
- employees who are doing substitution who shall be reimbursed only for travel expenses at the University's current rate unless the substitution becomes an assignment
- employees who are doing non-instruction work shall be reimbursed only for travel expenses at the University's current rate
- employees who reside in the location of an additional assignment. However, if an employee who resides in the location of the additional assignment accepts an instructional assignment to work at more than one location on the same day, he/she shall be reimbursed for travel expenses at the University's current rate.

An employee cannot demand, and the University cannot insist, that an employee be assigned to work at more than one location of the University which results in the payment of a stipend.

The stipend, paid on a weekly basis when travel is required, will be sixty dollars (\$60.00)

2. For the purpose of this Letter of Agreement, the North Vancouver location shall be deemed to be comprised of the following sites:
  - All sites in the Lower Mainland north of the U.S. border up to and including Vancouver and Burnaby
  - The municipalities on the North Shore
  - As far east as Coquitlam, Pitt Meadows, and Surrey (Langley, Maple Ridge and further east are outside of this area)

An employee may be assigned to work at any one site.

An employee who accepts an instructional assignment to work at more than one site on the same day shall be reimbursed in the usual manner for kilometers driven at the University's current rate.

An employee who is required to travel to more than one site for University business not related to an instructional assignment shall be reimbursed in the usual manner for kilometers driven at the University's current rate.

An employee cannot demand, and the University cannot insist, that an employee be assigned to work at more than two sites.

3. Reimbursement for kilometers traveled between locations and sites will be based on the University's current rate.

*Without Prejudice*

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann"  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavalley"  
Chair, Bargaining Committee, CFA

## LETTER OF AGREEMENT

**BETWEEN:**

**CAPILANO UNIVERSITY**

**AND:**

**CAPILANO UNIVERSITY FACULTY ASSOCIATION**

### **Re: LINKAGES TO 2012 FPSE COMPENSATION TEMPLATE TABLE AGREEMENT**

Effective March 3, 2014, the Parties agree to the following provisions from the 2012 FPSE Compensation Template Table Agreement, dated February 2<sup>nd</sup>, 2013:

1. Article 2 – Harassment
2. Article 3 – Expedited Arbitration except clause 3 Expedited Arbitrators, where the following shall apply:

“The Parties will mutually agree on an arbitrator.”

3. Article 13 – Effect of This Agreement
4. Article 16 – Common Faculty Professional Development Fund
5. LOU 4 – Respectful Working Environment

EXECUTED this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
"Shelley McDade"  
Chairperson, Capilano University Board

\_\_\_\_\_  
"Joanne Quirk"  
President, CFA

\_\_\_\_\_  
"Parveen Mann"  
Director, Human Resources

\_\_\_\_\_  
"Eduard Lavalle"  
Chair, Bargaining Committee, CFA

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