

This Collective Agreement entered into as of the  
4th day of July 1997.

BETWEEN:

**THE EMILY CARR INSTITUTE OF ART AND DESIGN.**

a Provincial Institute designated under  
Section 10 of the *College and  
Institute Act*

("the Institute")

PARTY OF THE FIRST PART

AND:

**THE EMILY CARR INSTITUTE OF ART AND DESIGN  
FACULTY ASSOCIATION,**

a body corporate which has been certified and recognized by  
the Institute as the bargaining agent for a  
unit of employees pursuant to Section 45  
of the Labour Code of British Columbia

("the Faculty Association")

PARTY OF THE SECOND PART

IN WITNESS THEREOF the parties hereto have executed this agreement this 4th Day of July, 1997, at the City of Vancouver, in the Province of British Columbia.

Signed on behalf of the Negotiation Committee for:

The Emily Carr Institute of Art and Design

PER: \_\_\_\_\_  
Dr. Ronald Burnett, President

PER: \_\_\_\_\_  
Michael Clifford, VP Finance/Admin.

The Emily Carr Institute of Art and Design Faculty Association

PER: \_\_\_\_\_  
Deborah Shackleton

\_\_\_\_\_  
John Wertschek

\_\_\_\_\_  
Chris Czartoryski

\_\_\_\_\_  
Michael Banwell

\_\_\_\_\_  
Lucy Hogg

Signed on behalf of:

The Emily Carr Institute of Art and Design

The Emily Carr Institute of Art and  
Design Faculty Association

\_\_\_\_\_  
Mr. Frank Jonassen, Board Chair

\_\_\_\_\_  
Ms. Deborah Shackleton  
President, ECIADFA

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## **PREAMBLE**

A. The Parties agree that it is mutually beneficial and desirable to promote harmonious relations and to set forth herein the agreement concerning rates of pay, hours of work, and conditions of employment to be observed between the Parties and to provide a method for the orderly adjustment of disputes and grievances.

B. This Agreement, together with any individual contracts of employment between the Institute and individual Faculty Members which are entered into pursuant to this Agreement, represent all the terms and conditions which govern the relations between the Faculty Association, the Institute, and those employees of the Institute to whom this Agreement applies. No other or further terms and conditions are applicable or enforceable except where, and to the extent of, further mutual agreements are committed to writing by the Parties to this Agreement and are intended, either expressly or by implication, to be incorporated into this Agreement.

## **ARTICLE 1 - DEFINITIONS**

The Institute and Faculty Association agree that where this Agreement stipulates in the membership of certain Institute Committees persons who are not members of the Faculty Association (eg. students, staff) the following interpretations be used: the Institute and Faculty Association will make every effort to include those persons on the committees. However, non participation by other groups will not impair the functioning of the committees or their deliberations.

**1.01 The Board** is the Board of Governors of the Emily Carr Institute of Art and Design as defined by The College and Institute Act, RS Chap. 53, 1979, and The College and Institute Amendment Act, Bill 22 – 1994.

**1.02 The Education Council (EDCO)** and its committees have representation from all Institute constituencies. The responsibilities of the Education Council and its committees are defined in the College and Institute Amendment Act - Bill 22, and by its own Constitution and Bylaws.

**1.03 The Joint Consultation/Management Committee** consists of the President of the Institute; the Vice-President, Finance and Administration; and the President and Vice-President of the Faculty Association; and is established to review workplace issues on a monthly basis as per Articles 53 and 54 of the British Columbia Labour Code.

**1.04 Institute Policy** comprises that body of policies and procedures arrived at jointly by the Institute and the Faculty Association and published as Institute Policy.

**1.05 The Benefits Committee** is a committee consisting of representatives from each employee group. Each employee group will have a minimum of two members who will be elected/appointed representatives of, and responsible to, their constituencies. New members will be elected/appointed by their constituencies when a position becomes vacant. Ideally, each constituency's members will serve staggered two-year terms to provide continuity. Ex-officio non-voting members of the Committee include the Vice-President, Finance and Administration; the Coordinator of Human Resources; and a Personnel Assistant.

**1.06** **The Sabbatical and Educational Fellowship Committee** is a committee consisting of a Dean as Chair; two faculty representatives elected by the Faculty Association; one Board member elected by the Board from Ministry appointments; and one external member from another institution, appointed by the President of the Institute.

**1.07** **The Examining Committee** is a committee consisting of the Deans; the President of the Faculty Association, or designate, as an ex-officio non-voting member; and chaired by the Vice-President, Finance and Administration, to examine complaints regarding misconduct by Faculty Members, when such complaints are forwarded to the Committee by the President of the Institute.

**1.08** **The Evaluation Peer Committee** is a committee consisting of three Faculty Members elected by the Faculty Association as required by Article 12.

**1.09** **The Evaluation Review Committee** is a committee consisting of the President of the Institute as Chair; the Dean of the appropriate School; the President of the Faculty Association; and any additional representatives jointly appointed by them as required by Article 12.

**1.10** **The Professional Development Committee** is a committee consisting of the appropriate Dean; the President and Vice-President of the Faculty Association; and any additional representatives jointly appointed by them.

**1.11** **The Continuing Appointments Selection Committee** is a committee whose purpose is to nominate one candidate for a faculty continuing appointment. It shall consist of the Dean of the appropriate School, acting as Chair; three Continuing Faculty Members (two from the affected program area and one Faculty Member from another area); two students; and the Coordinator of Human Resources as an ex-officio member. The Continuing Appointments Selection Committee membership must include representation with expertise related to the identified position.

**1.11.1** The two Continuing Faculty Members from the affected program area shall be elected by the Continuing Faculty Members in that area.

**1.11.2** The Dean shall appoint the third Continuing Faculty Member from another program area. In consultation with faculty and based on the recommendations of the students within the program area, the Dean will appoint two student members. Normally one student will be from the program area in which the appointment is to be made and one student will be from another area.

**1.12** **The Continuing Appointments Selection Committee - Librarian** shall consist of the Director of Information Services acting as Chair; two Continuing Faculty Members; one student; and the Coordinator of Human Resources as an ex-officio member.

**1.13** **The Part-time Continuing Faculty Permanent Workload Increase Committee** is a committee consisting of the Dean or Deans (in the case of cross-appointments), with one Dean elected as Chair; three Continuing Faculty Members appointed by the Dean (two from the affected program area(s) and one Faculty Member from another program area); and the Coordinator of Human Resources as an ex-officio member. The Part-time Continuing Faculty Permanent Workload Increase Committee membership must include representation with expertise related to the identified position.

**1.14** **The Adjunct Sessional Non-Continuing Appointment Selection Committee** is a committee consisting of the Dean or Deans (in the case of cross-appointments) of the affected area(s), with one Dean

elected as Chair; three Continuing Faculty Members appointed by the Dean (two from the affected program area(s) and one from another program area); and the Coordinator of Human Resources as an ex-officio member. The Adjunct Sessional Non-Continuing Appointment Selection Committee membership must include representation with expertise related to the identified position.

**1.15 The Probationary Review Committee** is a committee established to review a probationary appointment, consisting of the appropriate Dean, acting as Chair; the Program Coordinator; the President of the Faculty Association, or designate; two Continuing Faculty Members appointed by the Dean, one from the program area concerned and one from another program area.

**1.16 The Probationary Review Committee – Librarian** shall consist of the Director of Information Services, acting as Chair; the President of the Faculty Association, or designate; and two Continuing Faculty elected by the Faculty Association.

**1.17 Program Coordinators** shall be Continuing Faculty Members.

**1.18 The Employment Year** for Continuing Faculty Members commences on August 1st and continues through July 31st of the following year. The employment year consists of two academic teaching semesters and a 91 day summer period that comprises one non-teaching, professional development month, and annual vacation (See Article 20 - Annual Vacations; and Article 22 – Professional Development Month).

**1.19 The Employment Year – Librarian.** The employment year will correspond to the calendar year from the date of hiring. The employment year includes annual vacation (Article 20) and professional development time (Article 22). The date of hiring shall be used as the anniversary date for purposes of salary placement step increases.

**1.20 The Retirement Date** for Faculty Members will occur on July 31st following their 65th birthday.

## **ARTICLE 2 – APPLICABILITY OF THE COLLECTIVE AGREEMENT**

**2.01** The Institute recognizes the Faculty Association as the sole and exclusive bargaining unit described in the British Columbia Labour Relations Board Certification, as amended from time to time. This will not prevent agreements being made between individual Faculty Members and the Institute as permitted by this Agreement. However, the Institute shall not make any oral or written agreement with a Faculty Member which conflicts with any terms of this Agreement.

**2.02** The terms of this Collective Agreement shall apply to all Faculty Members teaching in the Institute's credit programs, including Artists/Designers in Residence, whose contracts of employment are in excess of thirty (30) working days. No terms of this agreement shall apply to Faculty Members engaged in the Institute's non-credit programs unless such coverage is expressly indicated herein.

**2.03** The Association shall instruct its members to abide by the terms of the Agreement, and the Institute shall instruct its representatives that they are required to know, apply, and abide by the terms of the Agreement.

**2.04** If any article of this Agreement or part thereof is declared invalid or altered by legislation, the remainder of this Agreement shall remain in full force and effect for its term.

## **ARTICLE 3 – ASSOCIATION MEMBERSHIP AND DUES**

**3.01** As a condition of continued employment, each Faculty Member, Continuing or Probationary, Full-Time or Part-Time, Adjunct Sessional, Semestral, or Artist/Designer in Residence, shall become a member in good standing of the Faculty Association, and shall maintain such membership while employed.

**3.02** Prior to or on the date of commencement of employment with the Institute, each Faculty Member covered by the terms of this Agreement shall authorize the Institute, in writing, to deduct the Faculty Association monthly dues by signing the following authorization provision:

“I hereby assign to the Ermily Carr Institute of Art and Design Faculty Association and authorize the Institute to deduct from my salary earned or to be earned as its employee, all dues levied against me by the Faculty Association for each calendar month following the date of this assignment.”

**3.03** Pursuant to the above written authorization, the Institute shall deduct the monthly dues owing to the Faculty Association, on their behalf, from monthly pay cheques of the Faculty Members covered by this Agreement. Such dues shall be forwarded to the Association's Treasurer by the fifteenth (15th) of the month following the month of deduction.

**3.04** Within thirty (30) calendar days following ratification of this Agreement, the Association will provide written notice to the Institute's Vice-President, Finance and Administration, of the amount of monthly dues to be deducted. It is also agreed that the Association Treasurer shall notify the Institute in writing of any proposed changes to the specified monthly dues within thirty (30) days of such changes, with the understanding that they shall not occur more than twice in any contract year.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The operation, control and management of the Institute, and all activities of the Institute, and the supervision and direction of the Faculty Members are, and shall continue to be, solely and exclusively the functions and prerogatives of the Management of the Institute. All of the rights, functions, and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the Institute.

**4.02** The Institute shall not make or publish any regulation which is in conflict with this Agreement, and shall forthwith amend any regulation discovered to be so in conflict; but in any case, in the event that there is a conflict between any term of this Agreement and any regulation made by the Institute, or on behalf of the Institute, this Agreement shall take precedence over said regulations.

**4.03** In the matter of working conditions, the Faculty Association shall have the opportunity to contribute to the development of applicable policies and procedures through the Joint Consultation/Management Committee.



## **ARTICLE 5 – EMPLOYMENT CLASSIFICATIONS**

**5.01** Faculty Members shall be appointed within one of the following categories:

**5.01.1 Continuing Appointment** - A full-time or part-time appointment for a period without term (until the appropriate retirement date) to research, design, prepare and teach the educational programs and course content described in the Institute curricula as per Article 10 of the Collective Agreement, or to perform the services of a Librarian.

**5.01.2 Probationary Appointment** - (See Article 7). An initial appointment to a continuing full-time or part-time position for a two-year probationary term to research, design, prepare and teach the educational programs and course content described in the Institute curricula as per Article 10 of the Collective Agreement, or to perform the services of a Librarian.

**5.01.3 Non-Continuing Appointment** - A limited-term appointment which stipulates a specific commencement and termination date to research, design, prepare and teach the educational programs and course content described in the Institute curricula as per Article 10 of the Collective Agreement. Non-Continuing appointments are classified as follows:

**5.01.3.1 Semestral Sessional Appointment** - Semestral Sessional Appointments are offered in the credit program on a semester basis. A Semestral Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for studio appointments, or from three (3) up to a maximum of twelve (12) credits for academic appointments.

**5.01.3.2 Adjunct Sessional Appointment** – Adjunct Sessional Appointments are term-specific (not to exceed two years) and are created when there is either a demonstrated need for curricular delivery in a specific educational program or programs; or a requirement, based on the developmental nature of the course(s), for a period of trial and assessment. An Adjunct Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for studio appointments, or from three (3) up to a maximum of twelve (12) credits per semester for academic appointments.

**5.01.3.3 Substitute Appointments** - An appointment to research, design, prepare and teach a class or classes on an hourly, daily, weekly, monthly or semestral basis to replace a Continuing, Semestral or Adjunct Faculty Member who is unexpectedly absent due to illness or other such unforeseen reason as described in Articles 21.02, 21.03 and 21.04, and Article 25.

**5.01.3.3.1** Substitute Appointments will be made according to Institute Policy.

**5.01.3.4 Artist/Designer “In Residence”** - An appointment, supplementary to the classifications described above, not to exceed one (1) year, may be made by the President of the Institute, in consultation with the Dean of the affected School and the President of the Faculty Association.

**5.01.3.4.1** The conditions of employment for an Artist/ Designer "In Residence" shall be specified on an individual basis between the candidate and the President of the Institute prior to commencement of employment. The President of the Faculty Association shall be notified in writing of all such conditions of employment.

**5.01.4 Librarian** - A continuing appointment for a period without term (until the appropriate retirement date) to provide the Institute with a high level of professional service in the areas of librarianship and information science and management.

## **ARTICLE 6 – HIRING OF FACULTY**

### **6.01 Continuing Faculty**

Whenever a vacancy for a continuing position in the credit program occurs by reason of resignation, dismissal, creation of a new position, non-renewal of contract, or other cause, a Continuing Appointments Selection Committee shall be formed (see Article 1.11).

**6.01.1** At its first meeting the Dean, or in the case of cross-appointments, the Deans of the appropriate School(s), will consult with the Continuing Appointments Selection Committee on the nature of the vacancy, qualifications and experience required, the process for advertising the position, and the process to be followed in considering and evaluating the candidates. The Coordinator of Human Resources will liaise with the Committee and provide assistance when requested.

**6.01.2** The Continuing Appointments Selection Committee will determine if the advertising process should be internal or both internal and external. If the decision is for internal posting, then the posting period shall be for ten (10) continuous working days.

**6.01.3** When all applications are received, the Continuing Appointments Selection Committee will review the applications and draw up a short list of candidates to be interviewed. The Committee will develop a process to ensure a similar routine for each candidate to visit the Institute and to be interviewed by the Committee, to meet faculty and students, to present a lecture or slide presentation, or whatever is deemed necessary or appropriate.

**6.01.4** The short-listed candidates will be interviewed by the Committee and the President of the Institute. The Dean, or in the case of cross-appointments, the Deans of the appropriate School(s), will convene a meeting to enable the President and the Continuing Appointments Selection Committee to discuss the short-listed candidates. The purpose of this meeting is to reach an agreement on the most suitable candidate. An agreement is said to exist when:

**6.01.4.1** there is unanimity among all members of the Continuing Appointments Selection Committee and the President of the Institute on a particular candidate.

or

**6.01.4.2** a majority of the Continuing Appointments Selection Committee and the President of the Institute agree on a particular candidate.

**6.01.5** In the event that the President of the Institute and the Continuing Appointments Selection Committee cannot agree on a single candidate after substantial discussion, the position will be filled by a Non-Continuing Faculty Member, or re-opened immediately for advertising at the discretion of the President in consultation with the Dean or, in the case of cross-appointments, the Deans of the appropriate School(s).

**6.01.6** When an agreement is reached on the most suitable candidate, the President of the Institute shall take this recommendation to the Institute Board for acceptance.

**6.01.7** In accordance with the relevant provisions of The College and Institute Act, the Institute Board shall consider this recommendation in determining a new appointment to the vacant faculty position. In the event of the Board being unwilling to accept the said recommendation, a statement will be made to the Continuing Appointments Selection Committee indicating the reasons for the Board's position and requesting that the Committee make an alternative recommendation.

**6.01.8** In the case of the recommendation being accepted by the Board, the candidate shall be notified promptly.

**6.01.9** Initial appointment will be as a Full-Time or Part-Time Probationary Faculty Member (see Article 7).

**6.01.10** Placement on the faculty salary scale will be in accordance with Institute policy for salary placements of new faculty appointments as per Appendix IV of this Agreement.

## **6.02 Continuing Faculty - Librarian**

Whenever a vacancy for a Librarian position occurs by reason of resignation, dismissal, creation of a new position, non-renewal of contract, or other cause, a Continuing Appointments Selection Committee - Librarian shall be formed (see Article 1.12).

**6.02.1** At its first meeting the Director of Information services will consult with the Continuing Appointments Selection Committee - Librarian on the nature of the vacancy, qualifications and experience required, the process for advertising the position, and the process to be followed in considering and evaluating the candidates. The Coordinator of Human Resources will liaise with the Committee and provide assistance when requested.

**6.02.2** The Continuing Appointments Selection Committee - Librarian will determine if the advertising process should be internal or both internal and external. If the decision is for internal posting, then the posting period shall be for ten (10) continuous working days.

**6.02.3** When all applications are received, the Continuing Appointments Selection Committee - Librarian will review the applications and draw up a short list of candidates to be interviewed. The Committee will develop a process to ensure a similar routine for each candidate to visit the Institute and to be interviewed by the Committee, to meet faculty and students, to present a lecture or slide presentation, or whatever is deemed necessary or appropriate.

**6.02.4** The short-listed candidates will be interviewed by the Committee and the President of the Institute. The Director of Information Services will convene a meeting to enable the President

and the Continuing Appointments Selection Committee - Librarian to discuss the short-listed candidates. The purpose of this meeting is to reach an agreement on the most suitable candidate. An agreement is said to exist when:

**6.02.4.1** there is unanimity among all members of the Continuing Appointments Selection Committee - Librarian and the President of the Institute on a particular candidate,

or

**6.02.4.2** a majority of the Continuing Appointments Selection Committee Librarian and the President of the Institute agree on a particular candidate.

**6.02.5** In the event that the President of the Institute and the Continuing Appointments Selection Committee - Librarian cannot agree on a single candidate after substantial discussion, the position will be reopened immediately for advertising.

**6.02.6** When an agreement is reached on the most suitable candidate, the President of the Institute shall take this recommendation to the Institute Board for acceptance.

**6.02.7** In accordance with the relevant provisions of The College and Institute Act, the Institute Board shall consider this recommendation in determining a new appointment to the vacant faculty position. In the event of the Board being unwilling to accept the said recommendation, a statement will be made to the Continuing Appointments Selection Committee - Librarian, indicating the reasons for the Board's position and requesting that the Committee make an alternative recommendation.

**6.02.8** In the case of the recommendation being accepted by the Board, the candidate shall be notified promptly.

**6.02.9** Initial appointment will be as a Full-Time or Part-Time Probationary Faculty Member (see Article 7).

**6.02.10** Placement on the faculty salary scale will be in accordance with Institute policy for salary placements of new faculty appointments as per Appendix IV of this Agreement.

### **6.03 Part-Time Continuing Faculty Permanent Workload Increase**

The Institute and the Faculty Association agree that Part-Time Continuing Appointments are valued components of a teaching process. The procedures for Part-Time Continuing Faculty Members to increase their workload on a permanent basis do not foresee a phasing-out of Part-Time Continuing Appointments, nor do the procedures ensure that all Part-Time Continuing Faculty Members currently employed will have their workload increased.

#### **6.03.1 Process**

**6.03.1.1** The Dean of the appropriate School and the Program Coordinator, in consultation with the Continuing Faculty Members within specific program areas, will identify those course sections available to Part-Time Continuing Faculty for permanent workload increase. Where the potential for cross-appointments exists, the appropriate Deans and

Program Coordinators, in consultation with the Continuing Faculty Members in the specific program areas, will meet to identify potential course sections.

**6.03.1.2** The details of the process which will determine the list of sections to be posted; the nature of posting; the application process; selection committee composition; the selection process and selection criteria to be followed shall conform to the Memorandum of Understanding attached as per Appendix V of this Agreement.

#### **6.04 Part-time Continuing Faculty Temporary Workload Increase**

Part-Time Continuing Faculty Members may increase their teaching load on a semester-by-semester basis when required to replace other Faculty Members; to teach additional temporary sections; or to explore and test new areas of curriculum.

**6.04.1** The Dean of the appropriate School, in consultation with the Program Coordinator and Continuing Faculty Members in the specific program area(s) may recommend qualified Part-Time Continuing Faculty Members to the President of the Institute to teach courses requiring instruction on a semester-by-semester or replacement basis. The decision to grant temporary workload increases to Part-Time Continuing Faculty Members resides with the President of the Institute in consultation with the appropriate Dean.

**6.04.2** Faculty members receiving such appointments are expected to participate in additional committee, administrative and Institute service commensurate with the increase in teaching load.

**6.04.3** Procedures and remuneration shall conform to the Memorandum of Understanding attached as per Appendix VI of this Agreement.

#### **6.05 Adjunct Sessional Non-Continuing Appointments**

Adjunct Sessional Non-Continuing Appointments are offered in the credit program to facilitate the research, design, preparation and teaching of scheduled curriculum course content. Adjunct Appointments are term specific (not to exceed two (2) years), specifying a commencement and termination date each semester.

**6.05.1** Each appointment shall expire on its termination date automatically and without notice.

**6.05.2** Any further appointment, even one following immediately upon a previous one, shall constitute a new, separate appointment, not a renewal or extension of the previous one.

**6.05.3** Adjunct Sessional Non-Continuing Faculty positions are created when there is either a demonstrated need for continuity or curricular delivery in a specific educational program(s), or the developmental nature of the course(s) requires a period of trial and assessment. An Adjunct Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for a studio appointment, or a teaching load from three (3) up to a maximum of twelve (12) credits per semester for an academic appointment.

**6.05.4** Procedures for identifying course sections; duties and responsibilities; remuneration and benefits; posting; application process; selection committee; eligibility; selection criteria; evaluation; and appointment shall conform to the Memorandum of Understanding as per Appendix VII of this Agreement.

## **6.06 Semestral Sessional Non-Continuing Appointments**

**6.06.1** Semestral Sessional Appointments are offered in the credit program on a semester-by-semester basis and stipulate specific commencement and termination dates within a given academic year. A Semestral Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for studio appointments, or from three (3) up to a maximum of twelve (12) credits per semester for academic appointments.

**6.06.2** Procedures for identifying course sections; duties and responsibilities; remuneration and benefits; posting; application process; selection committee; eligibility; selection criteria; evaluation; and appointment shall conform to the Memorandum of Understanding as per Appendix VIII of this Agreement.

## **6.07 Non-Discrimination**

The parties agree that the Institute shall not discriminate against any applicant for a position covered by this Agreement, on the basis of age, race, sex or sexual orientation, colour, creed, religion, political beliefs, marital status, family status, or participation in community affairs.

# **ARTICLE 7 – PROBATIONARY APPOINTMENTS**

## **7.01 The Probationary Appointment**

**7.01.1** All initial appointments to Continuing Full-Time and Continuing Part-Time positions shall be made by way of a two-year probationary contract between the Institute and the individual Faculty Member, except as indicated in Article 7.01.2 below. The anniversary date for such appointments shall be August 1st of the year in which the contract commences, except for a Librarian, whose anniversary shall be the date of hiring.

**7.01.2** In the event that an Adjunct Sessional Non-Continuing Faculty Member is recommended for a Continuing position following the procedures outlined in Article 6.01, the probationary period shall be for one (1) year only.

## **7.02 The Probationary Review Committee**

**7.02.1 The Probationary Review Committee** shall consist of the appropriate Dean, the respective Program Coordinator, one Faculty Member from the Program Area and one Faculty Member from outside the Program Area, both appointed by the Dean. In order to ensure fairness to the Probationary Faculty Member, those appointed to the Probationary Review Committee shall continue on the Committee during the entire two (2) years of a Faculty Member's probationary period.

**7.02.2 First Review** - The first probationary review will take place no later than May 15th of the first year of appointment.

**7.02.2.1** The Committee will rely upon the following material for its reviews:

**7.02.2.1.1** The Probationary Faculty Member's Evaluation File.

**7.02.2.1.2** A report from the Program Coordinator developed as follows:

The Program Coordinator will hold "in camera" (confidential) meetings with Continuing Faculty in the Probationary Faculty Member's program area to discuss strengths and weaknesses related to his/her performance and suitability, according to the criteria set out in Article 10 of the Collective Agreement. A written summary of the meeting will be produced and signed off by the parties involved. This summary will be forwarded to the Dean.

**7.02.2.1.3** The Probationary Faculty Member will submit a written Self-Assessment Report according to the criteria set out in Article 10.

**7.02.2.2** The Probationary Review Committee will meet with the Probationary Faculty Member to review the written summary and the Self-Assessment Report prepared as per Articles 7.02.2.1.2 and 7.02.2.1.3 above, and to discuss strengths and problems which may have appeared in the Faculty Member's Evaluation File. The Evaluation Process shall conform to Article 12.

**7.02.2.3** Following this meeting, the Dean will report the Probationary Review Committee's summary of the Faculty Member's strengths and what specific improvements (if any) are required by the second and final probationary review, in writing, to the President of the Institute. Copies shall be sent to the Probationary Faculty Member, and the President of the Faculty Association.

**7.02.3 Second Review** - The second review will take place no later than May 15th of the second year of the probationary appointment.

**7.02.3.1** The Committee will rely upon the Evaluation File components for its review, these shall include:

**7.02.3.1.1** A report by the Program Coordinator developed as in Article 7.02.2.1.2 above. The Committee will pay special attention to any identified concerns.

**7.02.3.1.2** Written statements from two Faculty Member colleagues whose names have been proposed by the Probationary Faculty Member and one from a Faculty Member who has been appointed by the Dean.

**7.02.3.1.3** The Probationary Faculty Member's Self Assessment Report.

**7.02.4** At the conclusion of the second review, the Probationary Committee shall recommend to the President of the Institute in writing, with copies sent to the Probationary Faculty Member and the President of the Faculty Association:

**7.02.4.1** That the Probationary Faculty Member be placed on Continuing Appointment as of August 1st of the second year of the appointment.

or

**7.02.4.2** That the Probationary Faculty Member not be given a Continuing Appointment and that the contract will terminate on July 31st of the second year of the appointment. In such cases the candidate will be informed in writing of the reasons for this decision.

**7.02.5** The President of the Institute shall place the above recommendation before the Institute Board for approval.

### **7.03 The Probationary Review Committee - Librarian**

**7.03.1 The Probationary Review Committee – Librarian** shall consist of the Director of Information Services; the Faculty Association President, or designate; two Continuing Faculty elected by the Faculty Association. In order to ensure fairness to the Probationary Faculty Member, members of the Probationary Review Committee - Librarian shall continue on the Committee during the entire two (2) years of the Faculty Member's probationary period.

**7.03.2 First Review** - The first review will take place no later than sixty (60) days prior to the first anniversary of appointment.

**7.03.2.1** The Committee will rely upon the following material for its reviews:

**7.03.2.1.1** The Probationary Faculty Member's Evaluation File (see Article 12.01.4.3.)

**7.03.2.1.2** Collegial Letters of Assessment from two Faculty Members mutually agreed to by the Probationary Faculty Member and the Director of Information Services. These Assessors may not sit on the Probationary Review Committee - Librarian.

**7.03.2.1.3** The Probationary Faculty Member will submit a written Self-Assessment Report according to the criteria set out in Article 10.

**7.03.2.2** The Probationary Review Committee - Librarian will meet with the Probationary Faculty Member to review the Collegial Letters of Assessment and the Self-Assessment Report as per Articles 7.03.2.1.2 and 7.03.2.1.3. above, and to discuss strengths and problems which may have appeared in the Faculty Member's Evaluation File. The Evaluation Process shall conform to Article 12.

**7.03.2.3** Following this meeting, the Director of Information Services will report the Probationary Review Committee's summary of the Faculty Member's strengths and what specific improvements (if any) are required by the second and final probationary review, in writing, to the President of the Institute. Copies shall be sent to the Probationary Faculty Member, and the President of the Faculty Association.

**7.03.3 Second Review** - The second review will take place no later than sixty (60) days before the second anniversary of appointment.

**7.03.3.1** The Committee will rely upon the Faculty Member's Evaluation File components for its review. These shall include:



**7.03.3.1.1** Written statements from two Faculty Member colleagues whose names have been proposed by the Probationary Faculty Member, and one from a Faculty Member who has been appointed by the Director of Information Services.

**7.03.3.1.2** The Probationary Member's Self-Assessment Report.

**7.03.4** At the conclusion of the second review, the Probationary Committee shall recommend to the President of the Institute in writing, with copies sent to the Probationary Faculty Member and the President of the Faculty Association:

**7.03.4.1** That the Probationary Faculty Member be placed on Continuing Appointment as of the second anniversary of the appointment date.

**7.03.4.2** That the Probationary Faculty Member not be given a Continuing Appointment and that the contract will terminate on the eve of the second anniversary date. In such cases the candidate will be informed in writing of the reasons for this decision.

**7.03.5** The President of the Institute shall place the above recommendation before the Institute Board for approval.

## **ARTICLE 8 – REDUCTIONS IN NUMBERS OF CONTINUING FACULTY**

**8.01** In the event of decreased enrollment, elimination of programs, changes in course offerings, or a shortage of funds, the Institute may deem it necessary to reduce the number of Faculty Members. The Institute recognizes the importance to Faculty Members, their families, and to the community of a stable employment situation and the desirability that it be maintained if possible and therefore, will apply the following procedures in the event it finds it necessary to reduce numbers of Faculty Members.

### **8.02 Reduction Sequence**

**8.02.1** If it is probable that a reduction of Continuing Faculty Members will be necessary, the Faculty Association will be notified immediately of the probability and the areas in which it might occur.

**8.02.2** At least thirty (30) days before the Institute intends to give written notice to the Continuing Faculty Member affected, the Institute will arrange meetings with the Faculty Association to explore alternatives. Alternatives may include reassignment, subject to the operational requirements of the Institute. Such reassignment will be made by the appropriate Dean(s), in consultation with the affected Faculty Member. The Faculty Member will have the option to refuse reassignment and accept salary and time reduction of an equivalent percentage time to the class that has inadequate enrollment. Such reassignment or time reduction shall only be for the semester period during which the enrollment deficiency occurs.

**8.02.3** If reductions in the number of Continuing Faculty Members are necessary, the order will be on the basis of reverse seniority within the specific art discipline area. Leave of absence is not an interruption of continuous employment for purposes of applying this provision.

**8.02.4** Wherever possible, Continuing Faculty Members affected by such reduction will be given preference for movement to another instructional area of the Institute for purposes of employment, provided no other Continuing Faculty Member will be displaced as a result.

**8.02.5** The Institute recognizes that in some circumstances, Faculty Members may require time to train for such positions. Therefore the preference above may be preserved for one year after the Faculty Member ceases to be employed pursuant to the reduction sequence. During that year, the Institute may employ new instructors only on a sessional basis so that this preference can be exercised at the end of the year.

**8.02.6** This Article does not apply to Probationary or Non-Continuing Faculty Members or any other Faculty Member whose contract expires at the end of the Institute year.

### **8.03 Conditions Of Termination**

#### **8.03.1 Notice of Termination**

**8.03.1.1** Continuing Faculty Members with less than six (6) years of continuous employment with the Institute will be given a minimum of six (6) months advance notice of the date of their termination;

**8.03.1.2** Continuing Faculty Members with less than eight (8) years of continuous employment with the Institute and more than six (6) years will be given a minimum of eight (8) months advance notice of the date of their termination;

**8.03.1.3** Continuing Faculty Members with more than eight (8) years of continuous employment with the Institute will be given a minimum of nine (9) months advance notice of the date of their termination.

**8.03.2** Where the Institute fails to give the required notice of termination to an eligible Faculty Member under Article 8.03.1 above, it may give the Faculty Member a shorter advance notice of the date of termination provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly basis until the applicable notice period is met by any combination of advance notice, if any, and the monthly base salary payments. However, if a Faculty Member is subsequently offered and accepts reemployment with the Institute under Article 8.04 prior to the expiration of post-termination monthly base salary payments, such monthly payments shall cease forthwith and be replaced by the regular monthly compensation attached to the position of employment.

**8.03.3** The records of Continuing Faculty Members terminated owing to necessary faculty reduction and all references supplied to others with respect to the Faculty Member involved shall clearly point out the nature of the release and every effort shall be made to avoid any stigma of dismissal being attached thereto.

**8.03.4** These provisions do not apply to Probationary, Substitute or Non-Continuing Faculty Members or to any other Faculty Members whose contracts expire at the end of the Institute year.

### **8.04 Re-Appointment Period**

**8.04.1** If it is found that faculty numbers can be increased in a specific case, the Institute shall offer reappointment to those Continuing Faculty Members who are qualified for this area and who were terminated according to Article 8.03 within the previous two (2) years, in the reverse order of termination.

**8.04.2** Former Faculty Members may extend the two year reappointment period for an additional twelve (12) months, provided they apply in writing to the President of the Institute for the extension, at least one (1) month prior to the expiration of the initial reappointment period.

## **ARTICLE 9 – VOLUNTARY RESIGNATIONS AND RETIREMENTS**

**9.01** A Continuing Faculty Member may resign by giving four (4) months notice, in writing, to the President of the Institute.

**9.02** A Continuing Faculty Member's appointment may be terminated at any time by mutual consent on an agreed date.

### **9.03 Early Retirement**

All Continuing Faculty Members who meet the qualifications may participate in the Early Retirement Plan.

#### **9.03.1 Conditions**

**9.03.1.1**The Institute recognizes the mutual benefits of an Early Retirement Plan for Continuing Faculty Members and agrees to make such opportunities available to qualified members at its sole discretion within the parameters of available funds.

**9.03.1.2**Once early retirement has been offered and accepted, a Faculty Member ceases to be an employee of the Institute or member of the Faculty Association, and forfeits all privileges of seniority.

#### **9.03.2 Eligibility and Qualifications:**

**9.03.2.1**A Faculty Member is eligible for early retirement immediately upon reaching her/his fifty-fifth (55th) birthday.

**9.03.2.2**To qualify for early retirement, a Faculty Member must have a minimum of ten years' service to the Institute and be at the top step of the current salary scale. A Librarian must be at the maximum step level allowed by the Collective Agreement.

#### **9.03.3 Procedures:**

**9.03.3.1**A Faculty Member may apply for early retirement at any time prior to or following her/his fifty-fifth year by making written application to the President of the Institute. A copy of the application must be sent to the President of the Faculty

Association and the Dean(s) of the appropriate School(s), or, in the case of a Librarian, the Director of Information Services.

**9.03.3.2** Faculty Members must apply for early retirement at least one year in advance of the desired retirement date.

**9.03.3.3** Faculty Members returning from Sabbatical Fellowships must remain in the employment of the Institute for at least one year prior to the desired retirement date, or refund salary as provided in Article 23.10.10.

**9.03.3.4** The application should provide evidence of eligibility and specify the desired date of termination.

**9.03.3.5** The Faculty Member will select a preferred payment schedule from one of the three following options:

**9.03.3.5.1** a lump sum; or

**9.03.3.5.2** annual payments; or

**9.03.3.5.3** a pensionable-service contribution adjustment in compliance with the policies, procedures, rules and regulations of the Superannuation Commission.

**9.03.3.6** The Dean, in consultation with the Continuing Faculty Members of the affected School will choose from existing agreed-replacement strategies. If a strategy other than existing provision or policy is proposed, it must be approved by the Faculty Association.

**9.03.3.6.1** If the applicant for early retirement is a Librarian, the Director of Information Services, in consultation with the President of the Institute and the President of the Faculty Association will choose from existing agreed-replacement strategies. If a strategy other than existing provision or policy is proposed, it must be approved by the Faculty Association.

**9.03.3.7** The President of the Institute will review early retirement applications in consultation with the Dean of the affected School, or as required, with the Director of Information Services.

**9.03.3.8** In reviewing early retirement applications the President of the Institute will consider the effect of the retirement request on the Institute's educational programs and course offerings, replacement strategies and available resources over the affected period.

**9.03.3.9** The Institute will inform the applicant of its decision within six (6) months of the application and this decision will be at the Institute's sole discretion.

**9.03.3.10** No eligible and qualified Faculty Member shall be unreasonably denied an early retirement option if the above conditions are met.

#### **9.03.4 Early Retirement Financial Considerations**

**9.03.4.1** Total remuneration for early retirement shall be based on one year's salary at time of retirement, prorated for Part-time Continuing Appointments.

**9.03.4.2** Remuneration for early retirement shall be calculated as follows:

Age (years)	Remuneration (% of total):
60 or less	100%
61	80%
62	60%
63	40%
64	20%

**9.03.4.3** Payment shall be made in full on the date of retirement or in agreed amounts on successive anniversary dates, unless otherwise agreed.

### **9.03.5 Replacement of Faculty after Early Retirement**

**9.03.5.1** The workload plan of a Continuing Faculty Member choosing early retirement will be reviewed by the Institute and the Faculty Association and one of the following two options will be jointly agreed upon:

**9.03.5.1.1** no replacement will be made for one (1) year and the Faculty Member's assignment will be distributed among other Continuing Faculty Members; or

**9.03.5.1.2** no continuing replacement will be made for up to four (4) years, but Non-Continuing Faculty Appointments will be made to cover the retired Faculty Member's teaching load.

**9.03.5.2** At the expiry of the terms specified in Articles 9.03.5.1.1 and 9.03.5.1.2 above, a curriculum review, will be carried out to determine whether the educational programs of the Institute have changed to such a degree that the position as configured is no longer required or that a new configuration is required.

### **9.03.5.3 Librarian**

The Librarian position workload will be reviewed by the Institute and the Faculty Association and one of the following options agreed upon:

**9.03.5.3.1** no replacement will be made for one (1) year

**9.03.5.3.2** temporary replacement will be made for up to four (4) years

### **9.03.6 Financial Savings**

**9.03.6.1** All cost savings realized from the retirement or early retirement of a Faculty Member shall be shared equally by the Institute and the Faculty Association, with the Faculty Association portion being credited to a fund designated for Educational and Sabbatical Fellowships (Article 23).

### **9.03.6.2 Early Retirement**

Savings shall be calculated annually by subtracting from the early-retired Faculty Member's projected salary the early retirement pay out and replacement costs each year until:

**9.03.6.2.1** the Faculty Member's 65th birthday; or

**9.03.6.2.2** the replacement Faculty Member achieves maximum step level.

### **9.03.6.3 Normal Retirement**

Savings under this category are defined as those savings which accrue from the non-replacement of the retiring Faculty Member.

## **ARTICLE 10 – TEACHING OBJECTIVES AND RESPONSIBILITIES**

### **10.01 Preamble**

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation and supervision of a scheduled curriculum course content.

#### **10.01.1 Faculty Members**

The primary duties and responsibilities of each Faculty Member shall be to teach educational program(s) and course content as described in the curriculum assigned to the Faculty Member and shall include, but not be limited to the specific responsibilities listed in the following applicable sub-articles.

#### **10.01.2 Librarians**

The primary duty and responsibility of a Librarian will be to ensure that library services meet the multiplicity of user needs. A Librarian shall work with other Faculty Members, Administration and Staff in support of curriculum and Institutional goals. A Librarian shall encourage library users in achieving their educational objectives. A Librarian's duties and responsibilities shall include, but not be limited to those listed in the following applicable sub-articles.

### **10.02 Faculty Members and Instructional Duties**

**10.02.1** Faculty Members shall develop an approach to learning designed to meet student needs.

**10.02.2** Faculty Members shall treat all students fairly, with respect and genuine interest and in a non-discriminatory manner.

**10.02.3** Faculty Members shall be clear and effective in dealing with all communication components of their scheduled curriculum; written, visual and verbal.

**10.02.4** Faculty Members shall supervise students within their teaching areas and shall respond effectively to student needs and questions.

**10.02.5** Faculty Members shall complete written course outlines and carry out effective course and program planning.

**10.02.6** Faculty Members shall supervise all resources and equipment relevant to the research, preparation, design and delivery of their educational program(s) and course content.

**10.02.7** Faculty Members shall evaluate students' work constructively and grade it fairly and consistently, according to Institute policy and the grading system described therein.

**10.02.8** Faculty Members shall encourage the attendance of all students.

**10.02.9** Faculty Members shall initiate, design and supervise the delivery of demonstrations pertaining to professional studio and workshop practices and including technical processes which support their scheduled curriculum course content.

**10.02.10** Faculty Members shall ensure that students receive instruction in studio, lab and workshop safety and will advise the Institute when and where unsafe working conditions may exist.

### **10.03 Faculty Members and Their Subject Area**

**10.03.1** Faculty Members, including Librarians, shall understand and be current in the latest developments within their field or subject area.

**10.03.2** Faculty Members shall maintain their effectiveness within the Institute and the wider cultural and professional communities through pedagogical research, professional practice and scholarly activity.

**10.03.3** Librarians shall understand and be current in the latest developments within the field of librarianship, information management and related subjects.

### **10.04 Faculty Members, including Librarians, and the Faculty Community**

**10.04.1** Faculty Members, including Librarians, shall exchange ideas and assist each other professionally.

**10.04.2** When dealing with students, Faculty Members, including Librarians, shall not denigrate the teaching, work or reputation of a fellow Faculty Member.

### **10.05 Faculty Members and the Institute**

**10.05.1** Faculty Members shall participate in curriculum and program planning meetings, administrative and committee meetings as assigned by the Dean and consistent with their

contracted workload, student consultation, and other such activities by which Students, Faculty, and the Institute as a whole may be expected to benefit.

**10.05.2** Faculty Members shall keep informed on current issues directly related to their work at the Institute.

**10.05.3** Faculty Members shall have the ability and demonstrated willingness to work within the Institute and shall conscientiously fulfill their faculty duties.

**10.05.4** Faculty Members shall participate in the evaluation process as defined in Article 12 of this Agreement.

**10.05.5** Faculty Members shall fulfill all other responsibilities as specified in this Agreement.

## **10.06 Librarians and the Institute**

**10.06.1** Librarians shall participate in administrative and committee meetings as required by the Faculty Association or as assigned by the Director of Information Services, and consistent with the contracted workload and other activities by which the Institute as a whole may be expected to benefit. In consultation with the Director of Information reasonable time should be made available for Librarians to participate in committee work, provided such release time does not adversely affect provision of library services.

**10.06.2** Librarians shall work- toward developing library services appropriate to meeting user needs.

**10.06.3** Librarians shall treat all library users fairly, with respect and genuine interest, and in a non-discriminating manner.

**10.06.4** Librarians shall endeavour to work- within instructional goals and methods; develop and organize library collections which meet curriculum needs; design and provide information and orientation services; and perform the technical functions necessary to provide efficient and effective library services to all users.

**10.06.5** Librarians shall keep informed on current issues directly related to their work- at the Institute.

**10.06.6** Librarians shall have the ability and demonstrated willingness to work within the Institute and shall conscientiously fulfill their Faculty duties.

**10.06.7** Librarians shall participate in the evaluation process as defined in Article 12 of this Agreement.

**10.06.8** Librarians shall fulfill all other responsibilities as specified in this Agreement.

## **ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS**



## **11.01 Preamble**

**11.01.1** The parties to this Collective Agreement agree to comply with the federal statutes and common law governing Intellectual Property Rights as they apply to copyright, trademarks, patents, industrial designs and trade secrets.

As such, the Institute recognizes that the delivery of its curriculum benefits from the investment in scholarship, research, professional practice, and course development undertaken by Faculty.

### **11.01.2 General**

**11.01.2.1** The Faculty recognize the Institute's ownership of the curriculum and of the material developed which defines that curriculum, such as course outlines.

**11.01.2.2** A Faculty Member's lecture materials, demonstrations, written or graphic materials, audio-visual, digital, or new media materials and any other teaching aids which the Faculty Member creates, develops, acquires or introduces into the Institute in support of that Faculty Member's teaching or teaching-related functions shall be the Faculty Member's sole property and shall not be used by others without the Faculty Member's permission, with the exception of course outlines which are the property of the Institute.

### **11.01.3 Intellectual Property**

**11.01.3.1** When one or more Faculty Members have been hired (full or part-time) in an appointment solely to create and produce a specific, tangible product for the Institute, or

**11.01.3.2** When one or more Faculty Members are given specifically defined release time (full or part-time) from usual duties, including voluntary release from activities which would otherwise be done during a Faculty Member's non-teaching month, solely to create and produce a specific tangible product for the Institute, or

**11.01.3.3** When one or more Faculty members are paid in addition to their time (or a flat rate), in an appointment solely to produce a specific tangible product for the Institute (such payment to be subject to negotiation between the parties), the product shall be the property of the Institute. The following provisions shall apply:

**11.01.3.4** If the use of the product produces any income, other than direct Institute student fees when the product is used by Faculty Members in offering Institute courses, then the income shall be shared 63/37 respectively between the Institute and those Faculty Members significantly involved in the creative aspects of the production after the following costs have been met:

**11.01.3.4.1** direct salary costs of the Faculty Members with significant creative roles in the production, excluding clerical, technician and management functions;

**11.01.3.4.2** cost of benefits directly related to the salary amounts;

**11.01.3.4.3** other direct compensation costs such as overtime;

**11.01.3.4.4** pro-rata share of major production costs such as any special equipment leased or purchased, and major materials cost;

**11.01.3.4.5** specific marketing costs.

**11.01.3.5** In the event that more than one person is significantly involved in creating the product, as described in Articles 11.01.3.4.1 and 11.01.3.4.2 above, then the proportion of the production attributable to each Faculty Member shall be determined by those Faculty Members. If agreement among them is not reached by the time the finished product is created, then the Institute shall determine the proportionate sharing of authorship and production among Faculty Members. The proportionate sharing of the Faculty Members' share of net proceeds shall be in accord with Article 11.01.3.4 above.

**11.01.3.6** The income and costs described in Article 11.01.3.4 above shall be calculated in accordance with accepted accounting principles; and further, those calculations shall, upon request, be available to the Faculty Members concerned. The calculation of income and costs, if unsatisfactory to any Faculty Members involved, is subject to the grievance procedure as to the mathematics and the appropriateness and the amounts of the factors -involved.

**11.01.3.7** The Institute shall, upon request, grant license to the producer(s) to market the product, but subject to the Institute's approval regarding the marketing plan, advertising and promotional materials, price and market.

**11.01.3.8** Other than as provided in Article 11.01.3.1 above, when a Faculty Member creates and produces manuals, texts, workbooks, films, slides, video tapes, audio-visual materials, digital media, courseware or computer programs, etc., with Institute resources, and does so under an agreed grant, subsidy or compensation from the Institute, all of which are subject to negotiation between the parties, ownership of any material produced shall remain with the Faculty Member. If there is income from sale, rent or lease of the product, then the proceeds shall be shared equally between the producer and the Institute until the Institute's accumulated share of the proceeds equals any originally agreed grant, subsidy, or compensation from the Institute.

**11.01.3.9** Where Faculty Members use production facilities outside the control of the Institute, non-Institute supplies, and work outside of their usual duties, the Institute shall have no right, title, or interest in any product, copyright, patent, trademark- or industrial design.

## **ARTICLE 12 – FACULTY EVALUATIONS**

### **12.01 Developmental Review/Performance Appraisal**

#### **12.01.1 Preamble**

The purpose of the Developmental Review and Performance Appraisal is to encourage the Faculty Member's development and performance in the areas of pedagogy, professional practice, community and Institutional involvement and to provide constructive, supportive, collegial

feedback to the Faculty Member in respect of the objectives and responsibilities set out in Article 10 of this Collective Agreement.

The Developmental Review/Performance Appraisal process is also designed to provide the Institute with performative information on which to determine the renewal or non-renewal of Probationary and Non-Continuing appointments.

#### **12.01.2        General**

**12.01.2.1**        A Developmental Review and Performance Appraisal of each Faculty Member shall be done on an annual basis by the Dean of the appropriate School.

**12.01.2.2**        A Librarian's Developmental Review and Performance Appraisal shall be conducted annually by the Director of Information Services.

**12.01.2.3**        The Institute shall require student course evaluations for each assigned credit course prior to the end of each academic semester.

**12.01.2.4**        Following review by the Dean of the appropriate School, all components of the process given below shall be reviewed by the Evaluation Peer Committee.

**12.01.2.5**        The Evaluation Review Committee shall review the recommendation of the Dean and the Evaluation Peer Committee, and if necessary, the Faculty Member's Evaluation File.

#### **12.01.3        Procedure**

**12.01.3.1**        The Institute is responsible for the Developmental Review and Performance Appraisal Process and shall ensure fair and reasonable treatment of the Faculty Member being reviewed, including the implementation of a fair and reasonable procedure in accordance with the principles of natural justice.

**12.01.3.2**        The Developmental Review and Performance Appraisal shall take into account input from students through the approved Course Evaluation Form as well as the Evaluation File components described below.

**12.01.3.3**        Where performance difficulties are perceived through the review process, the Faculty Member and the Evaluation Review Committee shall develop strategies designed to improve the Faculty Member's performance.

**12.01.3.4**        In respect of the principles of natural justice, where a disagreement arises as to the nature or existence of a problem, the Faculty Member may write a letter of dissension and submit affidavits and testimony contrary to any findings of the Dean of the appropriate School, (or in the case of a Librarian to any findings of the Director of Information Services), and/or the Evaluation Peer Committee, the Evaluation Review Committee, and request inclusion of same in the Evaluation and Personnel Files. The final arbitration of such matters shall be resolved by applying Article 13 of this Collective Agreement.

**12.01.3.5** The Faculty Member shall have full access to her/his Evaluation and Personnel Files at all times.

**12.01.4**        **Components**

**12.01.4.1**        The Institute together with the Faculty Association shall be responsible for the content and design of all Evaluation components, including the Course Evaluation Form, Self-Assessment Form, Administrative Assessment Form, and the Professional Development Report Form which shall be adopted subject to mutual agreement which shall not be unreasonably withheld. The Institute shall not amend any of the components without the approval of the Faculty Association.

**12.01.4.2**        **Course Evaluation Forms**

**12.01.4.2.1**        Course Evaluation Forms are questionnaires whereby students enrolled in a credit course individually assess that course. Student questionnaires are important tools in ascertaining teaching effectiveness and will be used to evaluate Faculty Members in all employment classifications. Student evaluations, of course, represent only one view of faculty performance and are most meaningful when used in conjunction with other evaluation components.

**12.01.4.2.2**        The Faculty Association agrees that students be asked to assist in the distribution and collection of Course Evaluation Forms. Therefore, in each semester, for each credit course assignment, the Faculty Member shall designate one student who will distribute and collect the forms, mark the class list so that each student registered has an opportunity to respond, and who will return the forms to the office of the Dean.

**12.01.4.2.3**        The Deans shall be responsible for summarizing all Course Evaluation Forms at the conclusion of each semester. The Executive Assistant to the Deans will arrange for production of a summary of all numerical ratings and produce a record of all written comments from each Course Evaluation Form.

**12.01.4.2.4**        A Librarian shall not be assessed by means of the student Course Evaluation Form but by means of an Administrative Assessment Form completed by the Director of Information Services, a Self-Assessment Form, a Professional Development Report and a Peer Letter of Assessment. (The Peer Assessor shall be mutually agreed to by the Librarian and the Director of Information Services).

**12.01.4.3**        **Evaluation File**

**12.01.4.3.1**        The Evaluation File is maintained by the Deans for each Faculty Member with credit course assignments in the Program Area and contains the following:

- (A)     Summaries of Course Evaluations and
- (B)     the Self-Assessment Form
- (C)     the Dean's Administrative Assessment Form
- (D)     the Evaluation Peer Committee Letter of Assessment

- (E) the recommendation forwarded by the Dean and the Evaluation Peer Committee to the Evaluation Review Committee
- (F) the Evaluation Review Committee's Letter acknowledging degree of performance
- (G) Collegial Letters of Assessment, where requested by the Faculty Member
- (H) Resume or Curriculum Vitae for the current academic year
- (I) Professional Development Report
- (J) Sabbatical Report, if applicable
- (K) Teaching schedules
- (L) Course Syllabi
- (M) Course Enrollment figures
- (N) Synopses of grades
- (O) Any other material regarding pedagogy, scholarly activity and/or professional practice

**12.01.4.3.2** The Evaluation File for a Librarian is the documentation kept by the Executive Secretary to the Deans, which includes:

- (A) the Self-Assessment Form
- (B) the Administrative Assessment Form completed by the Director of Information Services
- (C) a Professional Development Report
- (D) Collegial Letters of Assessment
- (E) the Evaluation Peer Committee Letter of Assessment
- (F) the recommendation forwarded by the Director of Information Services and the Evaluation Peer Committee to the Evaluation Review Committee
- (G) the Evaluation Review Committee's Letter acknowledging degree of performance
- (H) Resume or Curriculum Vitae for the current academic year
- (I) Sabbatical Report, if applicable
- (J) any other material regarding professional activity or practice

**12.01.4.3.3** A Faculty Member may have access to her/his Evaluation File at any time.

**12.01.4.3.4** Annually, upon the completion of the Appraisal Process, the contents of each Evaluation File shall be transferred to the Faculty Member's Personnel File.

## **12.01.5 Developmental Review/Performance Appraisal Process**

Annually, each Faculty Member's Evaluation File will be reviewed according to the procedures outlined below and following the filing of the Course Evaluation Summaries. A Librarian's file shall be reviewed on the anniversary of appointment.

**12.01.5.1** The Deans of Schools shall review the documentation in the Evaluation File and will complete an Administrative Assessment Form for inclusion in the Evaluation File. The Director of Information Services will complete the Administrative Assessment Form for a Librarian.

**12.01.5.2** The Evaluation File will then be forwarded to the Evaluation Peer Committee which will prepare a Letter of Assessment.

**12.01.5.3** The Dean of the applicable School, (or the Director of Information Services in the case of a Librarian) will then meet with the Evaluation Peer Committee and make one of the following recommendations to be forwarded to the Evaluation Review Committee:

**12.01.5.3.1** That the Faculty Member has received an outstanding evaluation.

**12.01.5.3.2** That the Faculty Member has received a satisfactory evaluation.

**12.01.5.3.3** That the Faculty Member has received an unsatisfactory evaluation, wholly or in part.

**12.01.5.4** The Faculty Member shall at this time be notified that the Evaluation File is available for examination.

**12.01.5.5** The President of the Institute shall then convene the Evaluation Review Committee to review the recommendation of the Dean (or the Director of Information Services in the case of a Librarian) and the Evaluation Peer Committee, and if necessary, the Evaluation File, after which one of the following steps shall be taken:

**12.01.5.5.1** Where an evaluation is recommended as outstanding, the Faculty Member shall receive a letter from the Institute acknowledging this degree of performance, and a copy shall be placed in her/his Personnel Files.

**12.01.5.5.2** Where an evaluation is recommended as satisfactory, the Faculty Member shall receive a letter from the Institute acknowledging this degree of performance, and a copy shall be placed in her/his Personnel Files.

**12.01.5.5.3** Where an evaluation is recommended as unsatisfactory, wholly or in part, the Faculty Member shall receive a statement from the Institute which identifies those areas requiring improvement, and shall meet with the Evaluation Review Committee to work out a strategy which effectively responds to the performative issues. A mutually agreed upon plan shall result from this meeting. The Evaluation Review Committee will then write a summary of both the meeting and the consensual strategy in terms specific to Article 10 of the Collective Agreement and stipulate a time frame for resolution. Copies of all correspondence shall be forwarded to the Faculty Association, to the Faculty Member, and a copy shall be placed in her/his Personnel File.

**12.01.5.6** If a mutually agreed upon plan does not result from this meeting, then Article 13 shall apply.

**12.01.5.7** The Evaluation Review Committee shall reconvene at the end of the stipulated period and meet with the Faculty Member described above to discuss the progress and outcomes in respect of the strategy. Based on this review, the Committee shall then submit in writing, one of the three following recommendations to the President of the Institute.

**12.01.5.7.1** That the Faculty Member has satisfied the performative issues and no further action is to be taken.

**12.01.5.7.2** That the Faculty Member has substantially satisfied some but not all of the stated criteria for improvement and that the review period be extended for an additional academic semester, at which time the Committee will reconvene to reassess the outstanding issues and their solution.

**12.01.5.7.3** That the Faculty Member has failed to satisfy the stated criteria for improvement and the Committee recommends disciplinary action, suspension, or dismissal.

**12.01.5.8** Copies of the recommendation outlined in Article 12.01.5.7 shall also be sent to the Faculty Member and to the Faculty Association.

## **ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISMISSAL**

### **13.01 Preamble**

The President of the Institute shall charge the appropriate Dean, (or the Director of Information Services in the case of a Librarian) with the responsibility to conduct a Disciplinary Review of a Faculty Member upon recommendation by the Evaluation Review Committee, or when a Faculty Member's conduct or the performance of her/his duties is in question.

**13.01.1** All aspects of the disciplinary process shall be conducted in a fair, reasonable and objective manner. While any disciplinary process may lead to disciplinary action, the underlying intent is to work with the Faculty Member to ensure that there is an acceptable level of improvement in conduct/performance.

**13.01.2** When the disciplinary action is the result of occupational, health and safety matters, human rights/fair treatment or professional conduct, the Faculty Member may be granted release from duties with pay and all benefits, while the procedures of Article 13 are carried out.

**13.01.3** Where an emergency assessment is necessary, representatives of the parties, including Faculty Association representation, shall jointly -investigate the matter and meet at a hearing with the President of the Institute. The full facts shall be documented and shared with the Faculty Member at such hearing in accordance with the principles of natural justice.

### **13.02 Disciplinary Review**

#### **13.02.1 Disciplinary Assessment Process**

An initial assessment process shall be undertaken which is commensurate with the nature and seriousness of the identified problem and/or concern. The purpose of this initial assessment discussion is to let the Faculty Member know of the problem, and/or concern, to allow for mitigating facts and circumstances to become known, to identify standards and expectations, and to work jointly or point to ways and means by which performance/behaviour can improve.

**13.02.2** In respect of the above, the Dean of the appropriate School, (or the Director of Information Services in the case of a Librarian) shall review the Evaluation and Personnel Files and may request additional input based on direct observation from: students, colleagues, additional evaluators selected by the Faculty Member, and if requested by the Faculty Member, an on-site classroom observation by the Dean and a Faculty Member who is mutually selected by the parties. A Librarian can request on site work observation by the Director of Information Services and a Faculty Member mutually selected by the parties.

**13.03 Formal Hearing**

**13.03.1** If a problem is confirmed, then a formal hearing shall be convened.

**13.03.2** The reviewing panel membership at a formal hearing shall consist of the President of the Institute or designate, the Deans, (or the Director of Information Services in the case of a Librarian) and the President of the Faculty Association as an ex-officio member.

**13.03.3** All proceedings at the formal hearing shall be guided by the principles of natural justice which in this context means that the Faculty Member is entitled to:

**13.03.3.1** Ten (10) working days advance notice of the date, time and place of the hearing.

**13.03.3.2** Right of Representation.

**13.03.3.3** A written statement, which is copied to the Faculty Association, which states the reason for the formal hearing and that matters reviewed at the hearing shall be confined to those specified in the statement.

**13.03.3.4** Right to see evidence employed in the proceeding, and to cross-examine.

**13.03.3.5** Where discipline is warranted, that the action shall be fair and appropriate to the identified problem/concern.

**13.03.4** In the event that the hearing results in the exoneration of the Faculty Member, no further disciplinary action shall be taken and a record to this effect shall be placed in the Faculty Member's Personnel File. The Faculty Member may request the removal of all reference material concerning this matter from her/his files.

**13.03.5** If the result of the formal hearing is the application of discipline, then a letter indicating the disposition of the matter and a summary of the hearing shall be sent to the President of the Institute, who will have sole discretion over the implementation of the recommendations. Copies shall be sent to the Faculty Member and the Faculty Association, and placed in the Faculty Member's Personnel File. The Faculty Member and the Faculty Association shall have the opportunity to add comments within thirty (30) days of receipt.

**13.03.6** The Faculty Member shall have the right to appeal the application of discipline through the grievance procedure, which shall commence at Stage 2 of the grievance procedure (See Article 32). If it is found through the grievance procedure that the Faculty Member is not at fault, any written disciplinary documents shall be removed from the Faculty Member's Personnel



File and any other file, and the issues or allegations involved shall in no way be used in any future allegations against the Faculty Member.

**13.03.7** All correspondence arising from the assessment and hearing processes shall be copied to the Faculty Association.

#### **13.04 Reinstatement**

**13.04.1** When a Faculty Member has been suspended or terminated and as a result of a subsequent grievance procedure the suspension or termination is found to be unjustified, the Faculty Member shall be reinstated immediately and no record of the matter shall remain in the Personnel File unless requested by the Faculty Member.

**13.04.2** In any reinstatement arising from this Article, there shall be full reinstatement of seniority and repayment of all back pay and benefits unless otherwise jointly decided by the President of the Institute and the Faculty Member, or by a mutually-agreed to arbitrator who shall provide a written decision.

#### **13.05 Termination for Cause**

**13.05.1** A Faculty Member terminated for cause shall be given one (1) month's salary and benefits in lieu of notice.

### **ARTICLE 14 – ACCESS TO PERSONNEL AND EVALUATION FILES**

**14.01** Every Faculty Member shall have access to his/her personnel and evaluation files during normal working hours.

**14.02** Faculty Members shall be advised of any negative or adverse entry in their file within ten (10) working days of the entry being made. Failure to so advise the Faculty Member shall result in the removal of the entry from the file-

**14.03** Except for routine administrative access, files shall be open to other persons only with the written permission of the Faculty Member concerned.

### **ARTICLE 15 – TERMS OF EMPLOYMENT**

#### **15.01 Continuing and Probationary Faculty**

**15.01.1** The Employment Year for Continuing Faculty Members commences on August 1st and continues through July 31st of the following year. The employment year consists of two academic teaching semesters; one non-teaching, professional development month; and an annual vacation period.

**15.01.2**            **The Employment Year** for a Librarian begins annually, with the anniversary of the date of hiring.. The employment year includes an annual vacation period and professional development time.

**15.01.3**            Full-time Continuing and Full-time Probationary Faculty Members are required to fulfill a weekly workload of thirty-five (35) hours. The hourly workload per week shall be pro-rated for Part-time Continuing or Part-time Probationary Faculty Members.

**15.01.4**            Prior to the commencement of each academic year, the Dean(s) shall assign workloads in consultation with each Faculty Member. Workload assignments shall consider:

**15.01.4.1**            The requirements of the program area.

**15.01.4.2**            The Faculty Member's qualifications and abilities.

**15.01.4.3**            Class size.

**15.01.4.4**            Amount of course preparation time, including the number of course preparations.

**15.01.5**            Full-time Continuing and Probationary Librarians are required to fulfill a weekly workload of thirty-five (35) hours, which may include evening or weekend shifts. Prior to commencement of each academic year, the Director of Information Services shall assign workload schedules in consultation with the Librarian.

**15.02**    **WORKLOAD PLAN – STUDIO INSTRUCTION**

**15.02.1**            **100% FACULTY (STUDIO)**

	<b><u>SEMESTER A</u></b>	<b><u>SEMESTER B</u></b>
TEACHING RESPONSIBILITIES	15 contact hours	15 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	20 hours	20 hours
<b>Total weekly hours</b>	<b>35 hours</b>	<b>35 hours</b>

**15.02.2**            **90% PART-TIME FACULTY (STUDIO)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
TEACHING RESPONSIBILITIES	12 contact hours	15 contact hours

•Preparation, student consultation &

assessment.

- Administrative responsibilities.
- Professional practice, pedagogical research & scholarly activity.

19.5 hours

16.5 hours

**Total weekly hours**

**31.5 hours**

**31.5 hours**

**\*Semesters A and B may be either semester in one academic year.**

**15.02.3**

**83.3% PART-TIME FACULTY (STUDIO)**

**SEMESTER A\***

**YEAR 1**

**YEAR 2**

**YEAR 3**

TEACHING RESPONSIBILITIES

15 contact hrs

12 contact hrs

12 contact hrs

•Preparation, student consultation & assessment.

- Administrative responsibilities.
- Professional practice, pedagogical research & scholarly activity.

14 hours

17 hours

17 hours

**Total weekly hours**

**29 hours**

**29 hours**

**29 hours**

**\*Semesters A and B may be either semester in one academic year.**

**SEMESTER B\***

**YEAR 1**

**YEAR 2**

**YEAR 3**

TEACHING RESPONSIBILITIES

12 contact hrs

12 contact hrs

12 contact hrs

•Preparation, student consultation & assessment.

- Administrative responsibilities.
- Professional practice, pedagogical research & scholarly activity.

17 hours

17 hours

17 hours

**Total weekly hours**

**29 hours**

**29 hours**

**29 hours**

**\*Semesters A and B may be either semester in one academic year.**

**15.02.4**

**80% PART-TIME FACULTY (STUDIO)**

**SEMESTER A**

**SEMESTER B**

TEACHING RESPONSIBILITIES

12 contact hours

12 contact hours

•Preparation, student consultation & assessment.

- Administrative responsibilities.
- Professional practice, pedagogical research & scholarly activity.

16 hours

16 hours

**Total weekly hours**

**28 hours**

**28 hours**

**15.02.5      70% PART-TIME FACULTY (STUDIO)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
TEACHING RESPONSIBILITIES	12 contact hours	9 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	12.5 hours	15.5 hours
<b>Total weekly hours</b>	<b>24.5 hours</b>	<b>24.5 hours</b>
<b>*Semesters A and B may be either semester in one academic year.</b>		

**15.02.6      60% PART-TIME FACULTY (STUDIO)**

	<b><u>SEMESTER A</u></b>	<b><u>SEMESTER B</u></b>
TEACHING RESPONSIBILITIES	9 contact hours	9 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	12 hours	12 hours
<b>Total weekly hours</b>	<b>21 hours</b>	<b>21 hours</b>

**15.02.7      50% PART-TIME FACULTY (STUDIO)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
TEACHING RESPONSIBILITIES	9 contact hours	6 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	8.5 hours	11.5 hours
<b>Total weekly hours</b>	<b>17.5 hours</b>	<b>17.5 hours</b>
<b>*Semesters A and B may be either semester in one academic year.</b>		

### **15.03 WORKLOAD PLAN – ACADEMIC INSTRUCTION**

#### **15.03.1 100% FACULTY (ACADEMIC)**

	<b><u>SEMESTER A</u></b>	<b><u>SEMESTER B</u></b>
TEACHING RESPONSIBILITIES	12 contact hours	12 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	23 hours	23 hours
<b>Total weekly hours</b>	<b>35 hours</b>	<b>35 hours</b>

#### **15.03.2 80% PART-TIME FACULTY (ACADEMIC)**

<b><u>SEMESTER A*</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>
TEACHING RESPONSIBILITIES	12 contact hrs	9 contact hrs	9 contact hrs
•Preparation, student consultation & assessment.			
•Administrative responsibilities.			
•Professional practice, pedagogical research & scholarly activity.	16 hours	19 hours	19 hours
<b>Total weekly hours</b>	<b>28 hours</b>	<b>28 hours</b>	<b>28 hours</b>
<b>*Semesters A and B may be either semester in one academic year.</b>			

<b><u>SEMESTER B*</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>
TEACHING RESPONSIBILITIES	9 contact hrs	9 contact hrs	9 contact hrs
•Preparation, student consultation & assessment.			
•Administrative responsibilities.			
•Professional practice, pedagogical research & scholarly activity.	19 hours	19 hours	19 hours
<b>Total weekly hours</b>	<b>28 hours</b>	<b>28 hours</b>	<b>28 hours</b>
<b>*Semesters A and B may be either semester in one academic year.</b>			

**15.03.3            75% PART-TIME FACULTY (ACADEMIC)**

	<b><u>SEMESTER A</u></b>	<b><u>SEMESTER B</u></b>
TEACHING RESPONSIBILITIES	9 contact hours	9 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	17.25 hours	17.25 hours
<b>Total weekly hours</b>	<b>26.25 hours</b>	<b>26.25 hours</b>

**15.03.4            62.5% PART-TIME FACULTY (ACADEMIC)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
TEACHING RESPONSIBILITIES	9 contact hours	6 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	13 hours	16 hours
<b>Total weekly hours</b>	<b>22 hours</b>	<b>22 hours</b>

\*Semesters A and B may be either semester in one academic year.

**15.03.5            50% PART-TIME FACULTY (ACADEMIC)**

	<b><u>SEMESTER A</u></b>	<b><u>SEMESTER B</u></b>
TEACHING RESPONSIBILITIES	6 contact hours	6 contact hours
•Preparation, student consultation & assessment.		
•Administrative responsibilities.		
•Professional practice, pedagogical research & scholarly activity.	11.5 hours	11.5 hours
<b>Total weekly hours</b>	<b>17.5 hours</b>	<b>17.5 hours</b>

**15.04    WORKLOAD PLAN – COMBINED STUDIO/ACADEMIC INSTRUCTION**

In the event that Faculty Members teach a combined workload of Studio and Academic courses in an academic year, the percentile teaching load as well as the workload plan shall be based on the following combinations, up to and including academic years 1997/1998. In subsequent years this percentile teaching load shall be determined by Institute policy.

**15.04.1            100% FACULTY (COMBINED STUDIO/ACADEMIC)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
ACADEMIC	4 Sections	3 Sections
STUDIO	0 Sections	1 Section
ACADEMIC	3 Sections	3 Sections
STUDIO	1 Section	1 Section
ACADEMIC	3 Sections	2 Sections
STUDIO	1 Section	3 Sections
ACADEMIC	2 Sections	2 Sections
STUDIO	3 Sections	2 Sections
ACADEMIC	2 Sections	1 Section
STUDIO	3 Sections	3 Sections
ACADEMIC	1 Section	1 Section
STUDIO	4 Sections	4 Sections
ACADEMIC	0 Sections	1 Section
STUDIO	5 Sections	4 Sections

**\*Semesters A and B may be either semester in one academic year.**

**15.04.2            80% FACULTY (COMBINED STUDIO/ACADEMIC)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
ACADEMIC	3 Sections	3 Sections
STUDIO	0 Sections	1 Section
ACADEMIC	2 Sections	3 Sections
STUDIO	1 Section	1 Section
ACADEMIC	2 Sections	2 Sections
STUDIO	2 Sections	1 Section
ACADEMIC	1 Section	2 Sections
STUDIO	3 Sections	2 Sections
ACADEMIC	1 Section	1 Section
STUDIO	3 Sections	3 Sections

ACADEMIC	0 Sections	1 Section
STUDIO	4 Sections	3 Sections

**\*Semesters A and B may be either semester in one academic year.**

**15.04.3      75% FACULTY (COMBINED STUDIO/ACADEMIC)**

	<b><u>SEMESTER A*</u></b>	<b><u>SEMESTER B*</u></b>
ACADEMIC	3 Sections	3 Sections
STUDIO	0 Sections	0 Sections
ACADEMIC	3 Sections	2 Sections
STUDIO	0 Sections	1 Section
ACADEMIC	2 Sections	2 Sections
STUDIO	1 Section	1 Section

**\*Semesters A and B may be either semester in one academic year.**

**15.05 Teaching Responsibilities**

**15.05.1      Contact Hours**

Scheduled contact hours shall be defined as a Faculty Member's formal class time spent directly teaching students in the subject area(s) of his/her course assignments.

**15.05.2      Student Consultation**

Faculty Members shall make themselves available for student consultation outside of scheduled contact hours.

**15.06 Administrative Responsibilities**

Administrative responsibilities include: course outline preparation for each course assignment; program and Institutional planning; committee participation; student evaluation; student intake interviews and portfolio reviews; and other responsibilities which may be assigned by the Dean. Faculty Members shall be responsible for developing course outlines consistent with Institute Policy and for distributing course outlines to students at the commencement of classes.

**15.07 Course Preparation**

With respect to the workload plans described in Article 15, no Faculty Member shall be assigned, without their consent, more than three (3) courses or course preparations of different subject matter within the workload in any one semester.

**15.08 Reduced Workload**



The Institute shall consider, on a case by case basis, written requests for voluntary reduction in workloads. If granted, the terms shall be agreed upon in writing between the Faculty Member, the Faculty Association and the Institute consistent with the current Collective Agreement.

## **ARTICLE 16 – TEACHING BY ADMINISTRATORS**

**16.01** Administrators have the right to teach at any time if the need exists. Such rights shall not operate to displace Faculty Members from their normal teaching load.

**16.02** When such appointments involve credit programs, they will normally be filled by administrators such as the Deans, the President of the Institute, or the Curator of the Gallery and will be made in consultation with the appropriate Dean, the Continuing Faculty Members of the affected School and the Faculty Association.

## **ARTICLE 17 – MOVEMENT BETWEEN FACULTY AND ADMINISTRATIVE APPOINTMENTS**

**17.01** Any member of the Faculty Association may apply for a position within the administration and be considered along with all other candidates. If hired to the position, the Faculty Member will cease to be a member of the Faculty Association during the period of time the administrative appointment is held. At the conclusion of the administrative appointment, the Faculty Member will be permitted to return to the faculty position formerly held, with years of service in the administrative position counted towards years of service as a Faculty Member.

## **ARTICLE 18 – SALARIES**

### **18.01 General**

**18.01.1** The Salary Scale for the period April 1, 1994 to March 31, 1996 shall be listed as Appendix 1.

**18.01.2** The Salary Scale for the period April 1, 1996 to March 31, 1997 shall be listed as Appendix II.

**18.01.3** The Salary Scale for the period April 1, 1997 to March 31, 1998 shall be listed as Appendix III.

**18.01.4** The Salary Scale for the period April 1, 1998 to March 31, 2001 shall be negotiated annually.

**18.01.5** The Librarian salary step shall be capped at two steps below the maximum step outlined in Appendix II as negotiated annually per Article 18.01.3 above.

### **18.02 Continuing Faculty Pay Periods**

**18.02.1** The annual salary for all Continuing and Probationary Faculty Members shall be divided into twelve (12) equal amounts and paid semi-monthly.

**18.03 Pro-rating of Salaries for Part-Time Continuing Faculty and Part-Time Continuing Probationary Faculty**

**18.03.1** Part-time Continuing Faculty and Part-time Continuing Probationary Faculty Members shall be paid on a pro-rata basis according to the percentile workload and the Step level at which they are contracted.

**18.04 Part-Time Continuing Faculty Temporary Workload Increase (Article 6.04 and Appendix VI)**

**18.04.1** Remuneration will be based on the following formulae:

per three (3) credit Studio Course: 1/10 of the faculty member's 100% annual stepped salary multiplied by .75 with a minimum stipend payable of \$3,828.00.

per three (3) credit Academic Course: 1/8 of the faculty member's 100% annual stepped salary multiplied by .75 with a minimum stipend payable of \$4,685.00.

**18.05 Adjunct Sessional Non-Continuing Appointments (Article 6.05 and Appendix VII)**

**18.05.1 Stipends**

**18.05.1.1 Studio Courses**

Remuneration and benefits are based on the following formula and include preparation time:

per three (3) credit studio course 1/10 of step 8 multiplied by .75 = Base Stipend	
	(Base Stipend for 1996/7 = \$3,422.00)
allowance for additional duties and responsibilities	+ 406.00
<b>Three (3) credit Studio Course Stipend (1996/7)</b>	<b>\$3,828.00</b>

**18.05.1.2 Academic Courses**

Remuneration and benefits are based on the following formula and include preparation time:

per three (3) credit academic course 1/8 of step 8 multiplied by .75 = Base Stipend	
	(Base Stipend for 1996/7 = \$4,279.00)
allowance for additional duties and responsibilities	+ 406.00
<b>Three (3) credit Academic Course Stipend (1996/7)</b>	<b>\$4,685.00</b>

**18.05.2** The stipend rates include a 4% allowance per three (3) credit course in lieu of annual vacation.

**18.05.3** The above formulae for arriving at Base Stipends shall be adjusted to reflect future salary increases.

**18.05.4            Benefits**

Adjunct Sessional Faculty Members shall also receive a 2% cash payment calculated on their Base Stipend. Monies received for Additional Duties are not subject to the Benefits calculation.

**18.06   Semestral Sessional Non-Continuing Appointments (Article 6.06 and Appendix VIII)**

**18.06.1            Studio Semestral Sessional Appointments**

**18.06.1.1**            Remuneration will be based on the following formula and includes preparation time:

per three(3) credit studio course 1/10 of step 8 multiplied by .75 = Base Stipend.  
(Studio Semestral Base Stipend for 1996/7 = \$3,422.00).

**18.06.1.1.1**            The above stipend includes a 4% allowance per three (3) credit course in lieu of vacation leave.

**18.06.1.1.2**            The above formula for arriving at Base Stipends shall be adjusted to reflect future salary increases.

**18.06.1.2            Benefits**

Studio Semestral Sessional Faculty shall also receive a 2% cash payment on their Base Stipend in lieu of fringe benefits. Monies received for Assigned and Additional Duties are not subject to this Benefits calculation.

**18.06.1.3            Assigned Duties**

An additional payment of \$203.00 may be authorized for assigned duties as specified in the letter of appointment not generally to exceed six (6) hours per three (3) credit course.

**18.06.1.4            Additional Duties**

An additional payment of \$203.00 maximum per three (3) credit course may be authorized for additional duties specified by the Dean, not generally to exceed six (6) hours per three (3) credit course.

**18.06.2            Academic Semestral Sessional Appointments**

**18.06.2.1**            Remuneration will be based on the following formula and includes preparation time:

per three (3) credit studio course 1/8 of step 8 multiplied by .75 = The Base Stipend.  
(Academic Semestral Base Stipend for 1996/7 = \$4,279.00).

**18.06.2.1.1**            The above stipend includes a 4% allowance per three (3) credit course in lieu of vacation leave.

**18.06.2.1.2** The above formula for arriving at Base Stipends shall be adjusted to reflect future salary increases.

**18.06.2.2** **Benefits**

Academic Semestral Sessional Faculty shall also receive a 2% cash payment on their Base Stipend in lieu of fringe benefits. Monies received for Assigned and Additional Duties are not subject to this Benefits calculation.

**18.06.2.3** **Assigned Duties**

An additional payment of \$203.00 may be authorized for assigned duties as specified in the letter of appointment not generally to exceed six (6) hours per three (3) credit course.

**18.06.2.4** **Additional Duties**

An additional payment of \$203.00 maximum per three (3) credit course may be authorized for additional duties specified by the Dean, not generally to exceed six (6) hours per three (3) credit course.

**18.07** **Substitute Faculty**

**18.07.1** Substitute Faculty shall be paid a remuneration rate which reflects direct instruction time together with appropriate course preparation time.

**18.07.2** **Studio Course Substitutes**

The hourly rate for 1994/95 and 1995/96 is: \$57.86  
The hourly rate for 1996/97 is: \$60.27

For 1997/98 through 2000/2001 the hourly stipend rate will be established as 1/60th of the three credit base stipend payable for Studio Semestral courses as outlined in Article 18.06.1.1 with a minimum rate payable of \$60.27.

**18.07.2.1** Remuneration for each three (3) hour Studio class shall be for four (4) hours. This shall include payment for three (3) hours instructional time plus one (1) hour preparation time.

**18.07.2.2** The above Stipends shall be adjusted to reflect future salary increases.

**18.07.3** **Academic Course Substitutes**

The hourly rate for 1994/95 and 1995/96 is: \$54.90  
The hourly rate for 1996/97 is: \$72.18

For 1997/98 through 2000/2001 the hourly stipend rate will be established as 1/60th of the three credit base stipend payable for Academic Semestral courses as outlined in Article 18.06.2.1 with a minimum rate payable of \$72.18.

**18.07.3.1** Remuneration for each three (3) hour Academic class shall be for four (4) hours. This shall include payment for three (3) hours instructional time plus one (1) hour preparation time.

**18.07.3.2** The above Stipends shall be adjusted to reflect future salary increases.

**18.07.4**        **Substitute Librarians**

Substitute Librarians shall be paid an hourly rate based on the Librarian entry level (Step 4).

**18.08**    **Fee for Service for Insufficient Course Enrollment**

The Institute may terminate the individual contract of a Non-Continuing Faculty Member during the first two (2) weeks of the term because of insufficient student enrollment. The Institute shall pay two (2) weeks' salary in lieu of notice to that faculty member.

**ARTICLE 19 – GENERAL HOLIDAYS**

**19.01** Faculty Members shall receive the following Statutory Holidays:

New Year's Day	January 1
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	July 1
B.C. Day	
Labour Day	
Thanksgiving Day	
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

Any additional Statutory Holidays proclaimed by the Province of British Columbia shall also be observed.

**ARTICLE 20 – ANNUAL VACATIONS**

**20.01** All Continuing and Probationary Faculty Members are entitled to an annual vacation of two (2) months with pay per year at their contracted salary.

**20.02** The annual vacation shall normally be taken in the period between the Professional Development Month and the first duty day of the Fall Semester of each year.

**20.03** In the event that a Faculty Member is on any type of leave of absence, paid or unpaid, or on sick leave, LTD Claim or WCB Claim during the period normally assigned for annual vacation, no additional annual vacation time will be provided to compensate for such.

**20.04** Annual vacation periods will not be curtailed for time spent on any type of leave of absence, paid or unpaid, sick leave or WCB Claim during the previous year.

**20.05** The base salary for Non-Continuing Faculty Members includes compensation equal to four (4%) percent in lieu of paid annual vacation.

**20.06** Continuing and Probationary Librarians are entitled to annual vacation totalling six (6) weeks with pay at their contracted salary, per year. Vacation scheduling shall be done in consultation with the Director of Information Services, and may occur at any agreed time throughout the year.

## **ARTICLE 21 – LEAVES OF ABSENCE**

### **21.01 Leave of Absence Without Pay**

Leave of Absence Without Pay may be granted to Continuing Faculty Members at the discretion of the President of the Institute. Applications are to be made to the appropriate Dean, (or the Director of Information Services in the case of a Librarian). Such leave shall not be withheld unreasonably.

**21.01.1** When Leave of Absence Without Pay is granted it will be on the understanding that normal remuneration will be deducted on a per-diem basis.

**21.01.2** When Leave of Absence Without Pay exceeds thirty (30) calendar days, Article 26.06.6 (Health and Welfare Benefits) will apply.

### **21.02 Leave of Absence With Pay**

**21.02.1** Leave of absence with pay shall be granted to Faculty Members who would otherwise be working on that calendar day or portion thereof in the following amounts and for the following purposes:

**21.02.1.1** Up to a maximum of five (5) working days upon a death in the immediate family of the faculty member or his/her spouse or partner. Immediate family includes spouse, common-law spouse, partner, parent-in-law, parent, child, brother, sister, grandparent or grandchild. The President of the Institute may grant additional leave in extenuating circumstances.

**21.02.1.2** One-half (1/2) day to attend a funeral as a pallbearer.

**21.02.1.3** When summoned or subpoenaed as a juror in any proceedings under any federal or provincial statute. Faculty Members may retain the small sum paid to them by the courts in lieu of expenses incurred.

**21.02.1.4** When summoned or subpoenaed as a witness in any proceedings under any federal or provincial statute, if not a party to the action.

**21.02.1.5** When appearing as a defendant in a criminal or traffic case, if acquitted.

### **21.03 Maternity Leave**

**21.03.1** A pregnant full-time or part-time Continuing or Probationary Faculty Member or an Adjunct Sessional Faculty Member may apply for an unpaid maternity leave at any time during the last eleven (11) weeks immediately before the estimated date of birth. The President of the Institute has discretion in requesting a Faculty Member to commence her leave earlier than originally requested if there is reasonable cause to believe that the Faculty Member is unable to reasonably perform her regular duties because of her pregnancy.

**21.03.2** The Faculty Member shall provide the Institute with as much notice as possible to facilitate arrangements for hiring a replacement Faculty Member.

**21.03.3** Provided the Institute is given reasonable notice to enable it to hire a suitable replacement, a Faculty Member may elect to extend her unpaid maternity leave for a period of up to eighteen (18) months following the date of birth. Should her total leave exceed six (6) months, the date on which she shall return to her employment shall coincide with the commencement of a school term.

**21.03.4** During the first six (6) months of approved maternity leave, the Institute shall continue to provide to that Faculty Member all health and welfare insurance coverage provided for in this Agreement. Thereafter, the Faculty Member shall only be covered if she undertakes to pay in advance the cost of such benefit coverage to the Institute.

**21.03.5** On return from maternity leave the Faculty Member shall be placed in her former position or in a position of comparable rank- and pay, and shall be entitled to all increments in wages and benefits to which she would have been entitled, had she not taken maternity leave.

**21.03.6** A pregnant Faculty Member has the option of deferring the commencement of her maternity leave, by electing to first take all or part of her annual vacation at full salary, provided she is entitled to such vacation leave, and provided that the Institute is given reasonable notice of her intention to do so.

**21.03.7** A Faculty Member has the further option of either deferring or extending her maternity leave, by electing to add on to either end of the approved leave any accumulated sick leave credits to which she is entitled.

**21.03.8** Faculty members who incur pregnancy-related sicknesses but who are not on approved maternity leave shall be entitled to sick leave, in accordance with Article 25 of this agreement, provided the Institute is given reasonable notice of the Faculty Member's intention to use her sick leave entitlement in this regard.

**21.03.9** The Institute shall be responsible for informing Faculty Members of benefits available to them through the Employment Insurance Commission.

## **21.04 Parenthood and Adoption Leave**

**21.04.1** Upon written request stating the reasons for the application and the proposed commencement date and duration of the leave from the Faculty Member to the President of the Institute, a Continuing Faculty Member may be granted an unpaid parenthood or adoption leave for a period not in excess of one Institute semester.

**21.04.2** The purpose of this leave is to enable a Continuing Faculty Member to attend to the care of her/his child, and/or to attend to the adoption of a child.

**21.04.3** During the approved period of leave, the Institute shall continue to provide that Faculty Member with all health and welfare benefit coverage provided for in this Agreement.

**21.04.4** On return from such leave, the Faculty Member shall be placed in her/his former position or in a position of comparable rank and pay and shall be entitled to all increments in wages and benefits to which she/he would have been entitled, had such leave not been taken.

## **ARTICLE 22 – PROFESSIONAL DEVELOPMENT**

### **22.01 Professional Development Month**

**22.01.1** Between the last duty day of the Spring Semester and the first duty day of the Fall Semester of each employment year Continuing Faculty Members shall be granted one (1) non-teaching month for professional development, which is considered to be of mutual benefit to both the Faculty Member and the Institute.

**22.01.2** Evidence of the professional development project(s) undertaken during the non-teaching Professional Development Month shall be submitted in the form of a report by each Faculty Member to the Professional Development Committee by October 15th following.

**22.01.3** Such reports shall conform to Institute Policy.

**22.01.4** Where the Professional Development Committee is not satisfied that the Faculty Member's professional development project was beneficial to the Institute, or where the said Committee is not satisfied with the details of the Faculty Member's report and the Faculty Member fails to respond quickly and reasonably to the Committee's request for additional information, the Committee may recommend to the President of the Institute who, in turn, may determine that the Institute withhold one (1) month's salary from the Faculty Member concerned.

### **22.02 Professional Development-Librarians**

**22.02.1** Continuing Librarians shall have up to twenty (20) working days per year for Professional Development activities, which are considered to be of mutual benefit to both the Faculty Member and the Institute, and are in keeping with the objectives and responsibilities outlined in Article 10.01.5 These include, but are not limited to attendance at workshops, courses, conferences, or development of special projects. Professional Development is not restricted to off campus activities.

**22.02.2** Professional Development may be undertaken at any time during the year in consultation with the Director of Information Services.

**22.02.3** Evidence of the Professional Development activities undertaken shall be submitted in the form of a report to the Professional Development Committee by October 15th each year.



**22.02.4** Such reports shall conform to Institute Policy.

**22.02.5** Where the Professional Development Committee is not satisfied that the Faculty Member's professional development project was beneficial to the Institute, or where the said Committee is not satisfied with the details of the Faculty Member's report and the Faculty Member fails to respond quickly and reasonably to the Committee's request for additional information, the Committee may recommend to the President of the Institute who, in turn, may determine that the Institute withhold one (1) month's salary from the Faculty Member concerned.

## **ARTICLE 23 – SABBATICAL AND EDUCATIONAL FELLOWSHIPS**

### **23.01 Preamble**

Sabbatical and Educational Fellowships are granted for the purpose of furthering the qualifications, scholarship, professional practice, and/or teaching ability of Continuing Faculty Members. Such Fellowships will be granted when they are considered to be of mutual benefit to the Faculty Member and the Institute.

### **23.02 Sabbatical Fellowships**

**23.02.1** All Faculty Members applying for Sabbatical Fellowships are required to state in writing the intended purpose of their Sabbatical.

**23.02.2** All Faculty Members are required to submit a written and, if applicable, illustrated report outlining the results of their Sabbatical Fellowship within two (2) months of return from such Sabbatical.

**23.02.3** The Dean of the affected School shall confirm that the absence of the Faculty Member on Sabbatical Fellowship will not adversely affect the level and quality of teaching in the School.

**23.02.4** The Director of Information Services, in the case of a Librarian, shall confirm that the absence of the Faculty Member on Sabbatical Fellowship will not adversely affect the quality of library service.

**23.02.5** As of April 1st, 1995 the Institute shall grant annually up to forty two (42) months of Sabbatical Fellowships.

**23.02.6** Three (3) month Sabbatical Fellowships are available to qualified Librarians and are not fixed to time periods during the academic year, and may be taken in conjunction with vacation and Professional Development Leave. Such fellowships shall be in addition to the fellowships granted under the provisions of Article 23.02.5.

**23.02.7** Short term (six (6) month) Sabbatical Fellowships shall be taken either in the period July 1st to December 31st or January 1st to June 30th.

**23.02.8** Long term (twelve (12) month) Sabbatical Fellowships shall be taken either in the period January 1st to December 31st or July 1st to June 30th.

**23.02.9** **Intent of Sabbatical Fellowships**

Sabbatical Fellowships may be used for the following purposes:

- 23.02.9.1** studio work related to professional practice as an artist or designer;
- 23.02.9.2** pedagogical research;
- 23.02.9.3** skills development or credential upgrading;
- 23.02.9.4** scholarly research and/or critical writing;
- 23.02.9.5** in depth study of comparative systems and methods at different educational institutions;
- 23.02.9.6** studies in pursuit of activities relevant to the Institute curriculum;
- 23.02.9.7** studying new technological developments, related to the academic or administrative role of the applicant;
- 23.02.9.8** in the case of a Librarian, library related skills development or credential upgrading;
- 23.02.9.9** other activities considered to be mutually beneficial to the Institute community and the applicant.

**23.03** **Funding**

**23.03.1** The Institute and the Faculty Association will annually negotiate the funding required to finance the cost of the recommended Sabbatical Fellowships, including the salary costs of Substitute Faculty where applicable.

**23.03.2** The Institute and the Association will work together to establish policies and procedures regarding Sabbatical Fellowship funding formulae and the application of funds to the Sabbatical Fellowship program.

**23.03.3** Discretion to grant Sabbatical Fellowships shall reside with the Institute which shall make every reasonable effort to grant appropriate requests. Operational requirements, budgetary priorities, and financial constraints are factors which will be considered in the approval process.

**23.03.4** In addition to the Sabbatical Fellowship policies and procedures described in this Article, the Institute and the Association will work together to establish the terms and conditions of a Deferred Salary Plan for the purpose of permitting Faculty Members to defer part of their salary prior to taking their Sabbatical Fellowship in order to offset the impact of the salary reduction. This plan could also form the basis of a self-funded leave program.

## **23.04 Eligibility**

**23.04.1** Continuing Faculty Members, including Librarians, with a minimum of six (6) years of qualifying service are eligible to apply for Sabbatical Fellowship.

**23.04.2** Qualifying Service is defined as a term of consecutive employment as a Continuing Faculty Member, subject to the following:

**23.04.2.1** leaves of absence without pay beyond an accumulated maximum of six (6) weeks do not count as qualifying service.

**23.04.2.2** leaves of absence with pay in excess of three (3) months do not count as qualifying service unless approved by the President of the Institute.

**23.04.2.3** All qualifying service is cancelled on resignation or termination of employment.

**23.04.2.4** Following completion of a Sabbatical Fellowship, the Faculty Member shall be eligible for another long term Sabbatical Fellowship after completion of an additional six (6) years of qualifying service; or shall be eligible for a short term Sabbatical Fellowship after completion of an additional three (3) years of qualifying service.

**23.04.2.5** Following completion of a Sabbatical Fellowship, Librarians shall be eligible for another three (3) months Sabbatical Fellowship after the completion of an additional six (6) years service.

## **23.05 The Sabbatical and Educational Fellowship Committee**

**23.05.1** The Sabbatical and Educational Fellowship Committee (the Committee) shall be convened annually by the second week of October in order to review applications and prepare recommendations for submission to the President of the Institute by the end of October. All applications must be submitted by September 1st of the academic year prior to the intended Sabbatical Fellowship.

**23.05.2** Membership on the Committee shall be in accordance with Article 1.06 of the Collective Agreement. The Committee shall be chaired by a Dean.

**23.05.3** The Committee shall consider all applications for Sabbatical Fellowship which have been submitted by Continuing Faculty Members.

**23.05.4** The Committee shall:

**23.05.4.1** acknowledge receipt of applications by date and ensure that all required information is submitted in order to accommodate thorough assessment.

**23.05.4.2** review applications in accordance with established assessment criteria and time lines.

**23.05.4.3** recommend in writing, disposition of applications to the President of the Institute.

**23.05.4.4** review procedural guidelines, on an annual basis, to ensure fair and consistent treatment of applicants, respect for the principles of natural justice, and compliance with conflict of interest legislation.

## **23.06 Application Format**

**23.06.1** Each application for a Sabbatical Fellowship shall include:

**23.06.1.1** a summary description and stated objective of the proposed project, including a statement with respect to the mutual (Institute and Faculty Member) benefit of the undertaking;

**23.06.1.2** a detailed project description;

**23.06.1.3** details of any outside institutional participation, including endorsements, and/or invitation, if applicable;

**23.06.1.4** a current curriculum vitae or resume including;

**23.06.1.4.1** details of past professional contributions to the Institute and the community;

**23.06.1.4.2** other appropriate supporting materials such as visual media or publications.

**23.06.1.5** In the case of a Librarian, a letter of evaluation of the Sabbatical Fellowship proposal may be submitted by the Director of Information Services.

**23.06.2** The Committee, or the President of the Institute may request additional information should they deem it necessary in order to complete their assessment of the application.

## **23.07 Application Submission and Notification of Disposition**

**23.07.1** Application for Sabbatical Fellowship shall be made to the Dean of the appropriate School, (or the Director of Information Services, in the case of a Librarian) by September 1st of the academic year prior to the intended Sabbatical Fellowship. The Applications shall then be forwarded to the Executive Assistant to the Deans in preparation for assessment by the Committee at the end of the second week of October with copies forwarded to the President of the Institute and the Faculty Member.

**23.07.2** The Committee shall assess all applications and submit a written recommendation for review by the President of the Institute by the end of the second week of October.

**23.07.3** The President of the Institute shall advise each applicant, in writing, by the end of the first week in November of the recommendation regarding their application which will be submitted to the Institute Board.

**23.07.4** The President of the Institute shall submit her/his Sabbatical Fellowship recommendations to the Institute Board for its decision at its December meeting.

**23.07.5** The President of the Institute shall advise applicants, in writing, of the decision of the Institute Board no later than December 31st of each year.

## **23.08 Application Assessment**

**23.08.1** Application assessment will be based upon the following criteria:

**23.08.1.1** the merit of the proposed project, program of work or study;

**23.08.1.2** the anticipated significance of the proposed project, program of work or study to both the applicant and the Institute;

**23.08.1.3** the feasibility of concluding the project, program of work or study, as described;

**23.08.1.4** confirmation that the project, program of work or study is beyond the scope of normal employment expectations;

**23.08.1.5** date of application receipt in respect of the leave schedule.

**23.08.2** In cases where the number of applications exceeds the number of Sabbatical Fellowship months available, consideration may be given to the individual merit of the applicant (i.e., contributory service to the Institute; Education Council Chair; Institute Board representative; Dean; Program Coordinator; etc.)

## **23.09 Appeal**

**23.09.1** An applicant may appeal the Committee's recommendation to the President of the Institute. The appeal shall be in writing and must be received by the President within seven (7) days of the date the Faculty Member received her/his copy of the Committee's recommendation.

**23.09.2** The President will consider the appeal and advise the applicant and the Committee of the decision regarding the recommendation to the Institute Board prior to submission of that recommendation to the Board.

**23.09.3** The decision of the Institute Board regarding final disposition of the appeal is final and is not subject to further appeal.

## **23.10 Conditions**

**23.10.1** Faculty Members granted Sabbatical Fellowships shall be paid the equivalent of eighty (80%) percent of their annual salary during the approved duration of the leave. Health and Welfare Benefit payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the Institute throughout the approved Sabbatical Fellowship.

**23.10.2** If applicable to the project, program of work or study, a Faculty Member may receive bursaries, grants, scholarships, salaries, travelling expenses, etc., which supplement

financial resources while on Sabbatical Fellowship. However, a Faculty Member shall not engage in any employment for compensation while on Sabbatical Fellowship unless authorized in writing by the President of the Institute. In cases where employment for compensation is authorized, the annual sabbatical salary otherwise payable by the Institute shall be decreased so that the amount of financial assistance together with outside compensation shall not exceed 125% of the Faculty Member's salary step for the Sabbatical period, plus reasonable travel and other expenses.

**23.10.3** For purposes of determining salary increment advances, time spent on Sabbatical Fellowship shall count as time employed by the Institute.

**23.10.4** No Continuing Faculty Member shall be granted a cumulative total of Educational and Sabbatical Fellowships in excess of thirty-six (36) months during the entire period of employment with the Institute, effective April 1st, 1988.

**23.10.5** Within two (2) months of return from a Sabbatical Fellowship, the Faculty Member will submit a written and, if applicable, illustrated report to the Sabbatical Fellowship Committee for approval, following which the report will be submitted to the President of the Institute. This report will include a detailed description of the project, program of work or study as completed, including comments upon any variance from the approved Sabbatical proposal.

**23.10.6** The Faculty Member may be required, at the request of the President of the Institute or the Institute Board, to personally present her/his Sabbatical activity report to the Board.

**23.10.7** At the request of the President of the Institute, the Faculty Member may be required to publicly present her/his Sabbatical activity report to the Institute community.

**23.10.8** The Faculty Member shall submit a copy of any published material produced as a result of the Sabbatical Fellowship to the Institute for inclusion in the Library holdings.

**23.10.9** In the event of the Faculty Member failing to comply with Articles 23.10.5, or 23.10.6 to 23.10.8 if applicable, the Faculty Member, on written request from the President of the Institute, shall immediately refund any amount paid by the Institute during the Sabbatical Fellowship.

**23.10.10** Should the Faculty Member fail to remain in the employment of the Institute for at least one (1) year immediately following return from such Sabbatical, the Faculty Member shall refund to the Institute the amount of salary paid during this Sabbatical Fellowship less any amount pro-rated for that portion of the year served subsequent to the Sabbatical.

## **23.11 Educational Fellowships**

**23.11.1** An Educational Fellowship shall be defined as a leave of not less than eleven (11) days and not greater than four (4) months in duration.

### **23.11.2 Eligibility**

No Continuing Faculty Member shall be eligible to apply for such leave unless they have been employed by the Institute for the equivalent of two (2) continuous years at the time of application.

**23.11.3            Application Format and Assessment Process**

**23.11.3.1**        The application format, application submission and notification of disposition, assessment procedures and appeal shall conform with those for Sabbatical Leave described in Articles 23.05 to 23.09 above, in the case of applications which are for a period of four (4) months in duration.

**23.11.3.2**        When the application is for less than a four (4) month period, the application format above shall apply with the exception that such submission be made two (2) months prior to the proposed commencement date. This application will be reviewed at a special meeting of the Sabbatical and Educational Fellowship Committee who will inform the applicant of its decision at least one (1) month prior to the proposed commencement date of the Fellowship.

**23.11.4            Conditions**

**23.11.4.1**        Faculty Members granted Educational Fellowships shall be paid the equivalent of seventy five (75%) of their annual salary during the approved duration of the leave. Health and Welfare Benefit payments and other statutory contributions made on behalf of the faculty member shall be maintained by the Institute throughout the approved educational leave.

**23.11.4.2**        Within one (1) month of returning to the Institute from an Educational Fellowship, the Faculty Member shall submit to the Committee a written and, if applicable, illustrated report as evidence of having carried out the purpose for which the Fellowship was granted.

**23.11.4.3**        In the event of non-compliance with Article 23.11.4.2 the Faculty Member shall, on written request from the President of the Institute, immediately refund any amount paid by the Institute during the approved educational leave.

**23.11.4.4**        Should the Faculty Member fail to remain in the employment of the Institute for at least one (1) year immediately following return from such Educational Fellowship, the Faculty Member shall refund to the Institute the amount of salary paid during this Fellowship less any amount pro-rated for that portion of the year served subsequent to the Educational Fellowship.

**ARTICLE 24 – DEFERRED SALARY PLAN**

**24.01**    In addition to the Sabbatical and Educational Fellowship policies and procedures described in Article 23, the Institute and the Faculty Association will work together to establish the terms and conditions of a Deferred Salary Plan for the purpose of permitting a Continuing Faculty Member to defer part of his/her salary prior to a Sabbatical or Educational Fellowship in order to offset the impact of the salary reduction. This plan could also form the basis of a self-funded fellowship program.

**ARTICLE 25 – SICK LEAVE**

## **25.01 Sick Leave Credits**

**25.01.1** All Full-Time Continuing and Probationary Faculty Members shall earn sick-leave credits at the rate of one and one-half (1.5) days for each month worked.

**25.01.2** All Part-Time Continuing and Part-Time Probationary Faculty Members shall earn sick leave credits pro-rated according to workload and based on the following formula; 1.5 days sick leave credits per month for a 100% workload. For example, a Part-Time Continuing or Part-Time Probationary Faculty Member whose workload is equivalent to fifty percent (50%) of a full-time workload as outlined -in Articles 15.02 and 15.03, shall be credited with three quarters (.75) of one (1) day sick leave for each month worked.

**25.01.3** Faculty Members on Continuing Appointment as of March 31st, 1981 may accumulate sick leave credits to a total of 261 working days. Such banked sick leave may be used only for actual sickness or enhancement of maternity leave. The Institute shall not pay out accumulated sick leave to a Faculty Member upon termination, retirement or dismissal.

**25.01.4** Full-Time and Part-Time Continuing Faculty Members appointed to the Institute's staff on April 1st, 1981 and thereafter may accumulate sick leave credits to a total of 120 working days. Such banked sick leave may be used only for actual sickness or enhancement of maternity leave. The Institute shall not pay out accumulated sick leave to a Faculty Member upon termination, retirement or dismissal.

**25.01.5** Should a Full-Time or Part-Time Continuing Faculty Member recommence employment with the Institute within five (5) years after her/his last contract, accumulated sick leave credits as of the date of the cessation of employment will be restored, provided that an offer of contract from the Institute has not been refused during that period.

**25.01.6** All Non-Continuing Faculty Members shall earn sick leave credits on a pro-rated basis according to their contracted teaching load at the rate of one and one-half (1 1/2) days for each month worked for a 100% percent teaching load. For example, a Non-Continuing Faculty Member whose work load is equivalent to forty (40%) percent of a full-time workload shall be credited with six-tenths (.6) of one (1) day sick leave for each month worked.

**25.01.7** No Faculty Member shall continue to earn sick leave credits while on leave of absence without pay, maternity leave, parenthood or adoption leave, sick leave, LTD Claim or WCB Benefits.

## **25.02 Sick Leave Pay**

**25.02.1** Full-Time and Part-Time Continuing Faculty Members shall be covered for one hundred percent (100%) of their contracted salary for the first three (3) months of their accumulated sick leave credits for any one continuous sick leave.

**25.02.2** No Faculty Member shall receive sick leave pay while on a leave of absence without pay, maternity leave, parenthood or adoption leave or layoff.

## **25.03 Confirmation of Illness**

**25.03.1** Any Faculty Member who is absent because of sickness for five (5) or more consecutive working days may be required by the Institute to provide confirmation of illness by a



medical certificate from a doctor of the Faculty Member's choice. If a Faculty Member has repeated absences of a short-term duration, they may be advised that medical certificates outlining the reasons for the Faculty Member's absence and certifying that the Faculty Member was unable to perform normal work, will be required for future absences.

#### **25.04 Return to Duty from Sick Leave, LTD or WCB Claim Periods**

**25.04.1** Immediately following the completion of a sick leave, LTD or WCB benefits period, the Faculty Member shall be returned to her/his contracted salary status.

**25.04.2** Upon the conclusion of sick leave, and LTD claim or of a WCB claim, Continuing Faculty Members shall be immediately returned to their duties or, if during the Annual Vacation period they will proceed to use the time remaining for their Annual Vacation. If arrangements cannot be made for a return to normal instructional duties, alternative duties will be proposed by the Faculty Member concerned in conjunction with the appropriate Dean and the Faculty Association. A report will be submitted to the Dean at the conclusion of the period of special duties outlining the nature of work carried out and the results achieved. In any case, the Faculty Member will be returned to regular salaried status immediately upon the completion of sick leave, LTD or WCB benefits period.

#### **25.05 WCB Benefits Payments**

**25.05.1** When a Faculty Member is absent due to injury covered by the Workers' Compensation Act

**25.06** Beginning in 1997/8, the Institute will enter into good faith negotiations with the Faculty Association to address the issues of a disability plan which would replace accumulated sick leave credits. These negotiations shall also review the terms and conditions of banked sick leave credits, and may result in adjustments to the application of these credits.

## **ARTICLE 26 – HEALTH AND WELFARE BENEFITS**

#### **26.01 Basic Medical and Extended Health Insurance**

The Institute shall arrange and pay for one hundred (100%) percent of the monthly premiums for the Medical Services Plan of British Columbia and arrange and pay for one hundred (100%) percent of the monthly premiums for an Extended Health Insurance Plan for all Continuing and Probationary Faculty Members (full-time and part-time) and their dependents only.

#### **26.02 Optical Care Insurance**

The Institute shall arrange and pay for Optical Care Insurance for all Continuing and Probationary Faculty Members (full-time and part-time) and their dependents only.

#### **26.03 Dental Plan**

**26.03.1** The Institute shall arrange and pay for a Dental Plan for all Continuing and Probationary Faculty Members (full-time and part-time) and their dependents, which Plan shall provide the following minimum coverage:

<u>Plan</u>	<u>Percentage of Approved Plan Schedule of Fees</u>
A Basic Dental	100%
B Prosthetics, Crowns and Bridges	50%
C Orthodontics	50%

**26.03.2** A participating Faculty Member is only eligible for orthodontic services under Plan C after six (6) months' participation in the Plan. The maximum amount for orthodontic treatment coverage shall be \$2,000.00 during a lifetime for any individual.

#### **26.04 Long-Term Disability Plan Coverage**

**26.04.1** All Continuing and Probationary Faculty Members (full-time and part-time) who have been actively employed for a period in excess of three (3) months shall participate in the salary indemnity plan.

**26.04.2** Salary Indemnity coverage will be provided in accordance with the terms of the contract with the insuring company on the following general basis:

**26.04.2.1** Amount of benefit - 60% of basic monthly rate of earnings.

**26.04.2.2** Benefit effective - following 3 months continuous absence due to sickness or injury.

**26.04.2.3** When so advised by the Medical Practitioner, and subject to the agreement of the LTD carrier, a Faculty Member may return to work on a part-time basis on salary for the workload actually taught, with the LTD carrier covering the remaining portion of the contracted salary at the 60% benefit amount (as per Article 26.04.2.1).

**26.04.3** The premium cost of salary indemnity coverage shall be borne entirely by the eligible Faculty Member and shall be paid by means of payroll deductions.

#### **26.05 Group Life Insurance**

The Institute shall arrange and pay for a Group Life Insurance Plan for all Continuing and Probationary Faculty Members (full-time and part-time), who have been actively employed for three (3) consecutive months. This Plan shall provide three times (3X) annual salary to the next higher \$1,000.

#### **26.06 Benefit Coverage**

**26.06.1** Subject to the specific provision stated herein, all benefit plan coverages, terms, conditions and specific eligibility requirements with regard to optical care insurance, dental insurance, long-term disability insurance, and group life insurance., shall at all times be covered by the actual terms and conditions of the contracts issued by the insurance carrier(s).

The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.

**26.06.2            Choosing and Ratifying Insurance Carriers and Plans**

The Institute will consult with the Faculty Association through the faculty representatives on the Benefits Committee regarding the Insurance Carriers and Policies as well as continuance, changes and provisions related to any and all elements of the Benefits Coverage.

In addition, the Institute will provide copies of all policies and full details in advance of any proposed changes in coverage, policy or carrier to the Faculty Association.

Approval for changes in coverage or terms other than specified in this contract will be subject to ratification by the Faculty Association.

**26.06.3            Duty to Provide Information**

The Institute will ensure that current information regarding details of plans, carriers, coverage, limitations, exclusions and eligibility requirements is issued regularly to all insured Faculty Members and immediately following any changes. The above information will include procedural instructions and deadlines for application as well as any other administrative details specific to the Institute.

The Institute shall arrange that the Insurance Carriers notify both the Institute and the Faculty Association immediately when changes are foreseen or planned in the limits or substance of the policy contracts.

The Institute and the Faculty Association will make every effort to promptly provide any information regarding the benefit plans to any Faculty Member requesting the information.

**26.06.4            Responsibility of the Insured**

It is understood and agreed that it is the responsibility of all Faculty Members to acquaint themselves with the specific details of coverage and eligibility requirements of all Benefits Plans -- subject to having been provided with the relevant information as per Article 26.06.3.

The Faculty Association and the Institute will not be directly responsible for oversights and errors made by Faculty Members as to conditions of coverage or entitlement to benefits and to requirements for eligibility beyond the obligations specifically stipulated in this Agreement.

**26.06.5            Institute's Liability Limit**

The Faculty Association recognizes and agrees that the Institute'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 Institute 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. However, the Institute shall be responsible for the fair treatment of Faculty Members by the insurers.

## **26.06.6**            **Leave of Absence Without Pay**

**26.06.6.1**            The parties to this Agreement recognize and agree that, except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for a Faculty Member who is absent on a leave of absence without pay in excess of thirty (30) calendar days.

**26.06.6.2**            Except where otherwise stated in this Agreement, where a Faculty Member has been granted an approved leave of absence without pay in excess of thirty (30) calendar days, and the Faculty Member has been participating in the following benefit coverages:

- (A)    Basic Medical and Extended Health Insurance
- (B)    Optical Care Insurance
- (C)    Dental Plan
- (D)    Long-term Disability Plan
- (E)    Group Life Insurance

The Faculty Member must, as a condition of being granted the leave of absence, maintain the coverages in those plans subject to eligibility to remain covered under the terms of the individual policies. The Faculty Member must pay (100%) percent of the premiums for those coverages during such leave, paid in advance before the leave commences or through a payment schedule prearranged with the Institute.

## **26.06.7**            **Same Sex Spouse**

The Institute will recognize a same sex spousal relationship in the same way it recognizes opposite gender relationships.

If the underwriters of the Institute's group benefits plans do not provide coverage for same sex couples, the Institute will make every reasonable effort, keeping in mind financial considerations, to obtain an underwriter that provides this coverage.

## **ARTICLE 27 – HEALTH AND SAFETY**

**27.01**    It is agreed by all the parties that the maintenance of a safe, non-hazardous and sanitary environment requires the cooperation and contribution of every Faculty Member. Accordingly, Faculty Members are obligated to fully comply with any and all reasonable rules of conduct established by the Institute.

**27.01.1**            The Institute and Faculty Association agree to maintain a Health and Safety Committee to include at least one (1) representative from the Faculty Association. The Faculty Association agrees to support the Institute in obtaining representatives to serve on the Committee.

**27.01.2**            The Health and Safety Committee shall hold meetings at regular intervals and where necessary on an expedited basis to consider any unsafe, hazardous or dangerous conditions in the work place, to review any specific complaints pertaining thereto, and to make

recommendations pertaining to the alleviation and elimination of occupational health and safety hazards and unfavourable conditions. A copy of all minutes of the Health and Safety Committee shall be sent to the President of the Institute.

**27.01.3** Every Faculty Member is obligated to report at the first possible opportunity any injury or accident and/or any unsafe, hazardous or unsanitary condition which might result in an injury or accident, to the President of the Institute or to the Institute Facilities Manager and, in addition, is obligated at the first possible opportunity to file an immediate written report of the injury or accident or the unsafe, hazardous or unsanitary condition with the Head of the Health and Safety Committee.

**27.01.4** Provided the Faculty Member reports the injury or accident or the unsafe, hazardous or unsanitary condition in accordance with 27.01.3 above, the Faculty Member shall not be disciplined or suffer any loss of wages for a refusal to work until either a member of the Occupational Health and Safety Committee, or a person designated to investigate the complaint by the said Committee, or a safety officer from the Workers' Compensation Board advises that the situation complained of does not constitute an unsafe, hazardous or unsanitary condition. In such cases, the Institute reserves the right to direct the Faculty Member to carry on responsibilities in another safe and non-hazardous area, provided that the Faculty Member can do so in a reasonable manner.

## **27.02 Protective Gear**

The Institute shall reimburse Faculty Members authorized by the President of the Institute to wear protective gear, such as coveralls, smocks, masks, goggles for the cost of one such item per year to a maximum amount of \$35. The care/cleaning of this gear shall be the responsibility of each individual.

# **ARTICLE 28 – B.C. COLLEGE PENSION PLAN**

## **28.01 Full-Time Continuing and Probationary Faculty Members**

**28.01.1** All full-time Continuing and Probationary Faculty Members must participate in the Superannuation Plan, as required by the College Pension Act. The Institute will contribute to the cost of such coverage to the extent provided for in the College Pension Act.

**28.01.2** Full-time Continuing and Probationary Faculty Members who do not wish to participate in the Superannuation Plan may apply for an exemption as provided for in the College Pension Act.

## **28.02 Part-time Continuing Faculty Members**

In accordance with the legislation, Part-time Continuing and Probationary Faculty Members must first apply to the Institute for approval to participate in the College Pension Plan. Following such approval,

the Part-time Continuing or Probationary Faculty Member is entitled to participate on the same basis as a full-time Continuing or Probationary Faculty Member.

### **28.03 Non-Continuing Faculty Members**

Non-Continuing Faculty Members are eligible to participate in the British Columbia College Pension Plan during their period of employment with the Institute following application to the Institute for approval to participate, in accordance with current legislation.

## **ARTICLE 29 – DEATH BENEFIT**

**29.01** In the event of the death of a Continuing or Probationary Faculty Member (full-time or part-time) with at least one (1) year of service, the Institute shall pay to the widow or widower or surviving partner (if neither, to the Estate), one (1) month's salary exclusive of any amount already earned by the deceased up to the date on which the deceased was last employed by the Institute.

## **ARTICLE 30 – EMPLOYMENT INSURANCE**

**30.01** Faculty Members shall be covered for employment insurance insofar as the statutes permit.

## **ARTICLE 31 – CANADA PENSION PLAN**

**31.01** All Faculty Members shall participate in and contribute to the Canada Pension Plan in accordance with the applicable legislation. The Institute will contribute to the plan for each Faculty Member, to the extent provided for in the applicable legislation.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

**32.01** The Institute and the Faculty Association recognize that grievances may arise concerning differences between the parties respecting the interpretation, application, operation, or any alleged violation of this Agreement, including a question as to whether or not a matter is subject to arbitration.

### **32.01.1 Initiation of Grievance:**

A grievance shall be initiated by way of an informal consultation between the individual Griever and the appropriate Dean, (or the Director of Information Services, in the case of a Librarian) within five (5) working days after the situation leading to the grievance has arisen or within five (5) working days from the time the Faculty Member should reasonably have known of the occurrence of the situation giving rise to the grievance.

### **32.01.2 Stage One:**

Should the Griever not receive a satisfactory response from the Dean, (or the Director of Information Services, in the case of a Librarian) within five (5) working days after the initial

consultation referred to above, the Faculty Association, upon the request and on behalf of the Griever, may submit a written grievance to the Dean, (or the Director of Information Services, in the case of a Librarian) citing therein the factual background of the grievance, the provisions(s) of the Agreement involved, and the remedy sought. The Griever and/or the designated executive member of the Faculty Association shall attempt to settle the matter with the Dean, (or the Director of Information Services, in the case of a Librarian) or her/his designate. A written reply shall be given to the Griever and to the Faculty Association by the Dean, (or the Director of Information Services, in the case of a Librarian) within five (5) working days of receipt of the written grievance.

**32.01.3            Stage Two:**

Within five (5) working days from the date of the written response by the Dean, (or the Director of Information Services, in the case of a Librarian) the grievance may be referred by the Faculty Association to the President of the Institute, who shall then attempt to resolve the matter. Such reference shall be accompanied by the Griever's written statement, outlining the factual background of the grievance.

The Griever and the Faculty Association shall be given a written reply within five (5) working days following receipt by the President of the Institute of the Stage Two written grievance.

**32.01.4            Stage Three:**

Within five (5) working days from the date of the President's written response, the Faculty Association's representatives may advise the President in writing that the Association wishes to refer the matter to an Arbitration Board for final and conclusive settlement. Such written advice shall include the name of the Faculty Association's nominee to the Arbitration Board.

**32.02** The Parties may agree to waive any time limit or Stage of the Grievance Procedure. However, if a grievance has not been advanced to the next Stage within the time limits set out, it shall be deemed to have been abandoned and all rights of recourse to the Grievance Procedure shall cease.

**32.03    Optional Grievance Procedure - Investigator/Mediator**

As an optional procedure to the grievance and arbitration process outlined in Article 32.01, both parties may agree to an Investigator/Mediator Procedure as outlined below:

**32.03.1            Description**

As provided for in Section 112 of the Labour Code of B.C., where a difference arises between the parties relating to the dismissal, discipline or suspension of any employee, or to the interpretation, application, operation or alleged violation of this agreement, the parties will jointly appoint an Investigator/Mediator who will:

**32.03.1.1**            investigate the difference;

**32.03.1.2**            define the issue in the difference; and

**32.03.1.3**            make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

**32.03.2**            **Change of Investigator/Mediator**

The named Investigator/Mediator will be subject to removal by either party giving three (3) months written notice. Such notice will not affect any issue(s) already referred to the Investigator/Mediator.

Once notice has been given, the parties will make every effort to agree on a replacement.

**32.03.3**            **Option, Choice and Timing**

**32.03.3.1**        Either party may choose to implement the Investigator/Mediator procedure after all steps of the grievance procedure and before arbitration.

**32.03.3.2**        The party wishing to use the Investigator/Mediator procedure shall notify the other party of the decision within ten (10) days of the receipt of the reply to the third step of the grievance procedure. Such notification must be in writing.

**32.03.3.3**        The party receiving the notification may refuse to accept the Investigator/Mediator procedure, in which case, the provisions of Article 32.01.4 are then applicable and the time limit contained therein begins to run from the date of such a refusal decision being delivered in writing. No reasons for refusal need be given.

**32.03.4**            **Binding Recommendations**

While the Investigator/Mediator procedure process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award.

## **ARTICLE 33 – ARBITRATION PROCEDURE**

**33.01**    The Arbitration Board shall consist of three members. One member shall be nominated by each Party. The third member shall be the Chairperson and shall be appointed by the other two nominees, or, failing agreement by them within seven (7) days, either Party may apply to the Minister of Labour to make such appointment.

**33.02**    The majority decision of the Arbitration Board shall be in writing and shall be final and binding. Such decision shall be made and a copy provided to both Parties within fifteen (15) days from the date of the appointment of the Chairperson.

**33.03**    The Parties shall jointly bear the costs of the Chairperson. Each Party shall bear the expenses and cost of its witnesses, counsel and nominee.

**33.04**    Notwithstanding the above, the Institute and Faculty Association may mutually agree to refer the grievance to a single Arbitrator whose decision shall be final and binding. Article 33.03 shall apply in such a situation with the cost of the Arbitrator being shared by both Parties.



## **ARTICLE 34 – TECHNOLOGICAL CHANGE**

### **34.01 Definition**

For purposes of this Agreement the term "technological change" shall be understood to mean Institute implemented changes in the manner in which teaching operations and services are performed, where such change or changes significantly alter the terms and conditions or security of employment of Full-Time and/or Part-Time Continuing Faculty Members, or alter significantly the basis on which this Agreement was negotiated. "Technological change" does not refer to changes in teaching operations and services for reasons enumerated in Article 8 dealing with "Reduction" in numbers of Faculty Members.

### **34.02 Notice**

When the Institute intends to introduce a technological change:

**34.02.1** the Institute agrees to notify the Faculty Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;

**34.02.2** the foregoing notwithstanding, the Institute shall provide the Faculty Association, 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 Continuing Faculty Members.

### **34.03 Data to be Provided**

The notice mentioned in Article 34.02 shall be given in writing and shall contain pertinent data, including:

**34.03.1** the nature of the change;

**34.03.2** the date on which the Institute proposes to effect the change;

**34.03.3** the approximate number, type and location of Continuing Faculty Members likely to be affected by the change;

**34.03.4** the effects the change may be expected to have on their working conditions and terms of employment;

**34.03.5** all other pertinent data relating to the anticipated effects on Continuing Faculty Members.

**34.04** The notice mentioned in Article 34.02 and information mentioned in Article 34.03 shall also be given to Continuing Faculty Members likely to be affected.

### **34.05 Consultations**

Where the Institute has notified the Faculty Association of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) calendar 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 Institute to protect Continuing Faculty Members from any adverse effects. The Institute and Faculty Association agree to bargain in good faith on all aspects of the intended change.

#### **34.06 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.

#### **34.07 Failure to Agree**

Where the parties do not reach agreement within sixty (60) calendar days after the date on which the Faculty Association has received notification from the Institute 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.

#### **34.08 Effect of Dispute Resolution on Introduction of Technological Change**

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

#### **34.09 Reduction in Number of Continuing Faculty Members as a Result of Technological Change**

In the event of a reduction in the number of Continuing Faculty Members as a consequence of technological change, such reduction shall be governed by the reduction sequence provisions of this Agreement contained in Article 8.02.

#### **34.10 Relocation or Reassignment**

A Continuing Faculty Member cannot be relocated or reassigned within the Institute as a result of technological change without the written consent of the Faculty Member.

#### **34.11 Notice of Termination**

**34.11.1** Should a Continuing Faculty Member not be relocated, reassigned, or retrained, advance notice of termination shall be given as follows:

**34.11.1.1** Continuing Faculty Members with less than six (6) years of continuous employment with the Institute will be given a minimum of six (6) months advance notice of the date of their termination;

**34.11.1.2** Continuing Faculty Members with less than eight (8) years of continuous employment with the Institute and more than six (6) years will be given a minimum of eight (8) months advance notice of the date of their termination;

**34.11.1.3** Continuing Faculty Members with more than eight (8) years of continuous employment with the Institute will be given a minimum of nine (9) months advance notice of the date of their termination.

**34.11.2** Where the Institute fails to give the required notice of termination to an eligible Faculty Member under Article 34.11.1 it may give the Faculty Member a shorter advance notice of the date of termination, provided it continues payment after the date of termination of that Faculty Member's regular base salary on a monthly basis until the applicable notice period is met by any combination of advance notice, if any, and the monthly base salary payments.

## **ARTICLE 35 – COMPUTER AND TECHNOLOGICAL SUPPORT**

**35.01** The Institute will, at its discretion and based on available funds, provide, maintain and upgrade mutually agreed to computer hardware and software in the Faculty Association's Resources Office. In addition the Institute will maintain connectivity to the Institute's network resources. This computer and network support shall be provided at no cost to the members of the Faculty Association.

## **ARTICLE 36 – WAIVER OF FEES FOR FACULTY MEMBERS REGISTERING IN INSTITUTE COURSES**

**36.01** In order to facilitate professional development and skills upgrading, Faculty Members will be able to access credit and Continuing Education courses offered by the Institute and will not be required to pay tuition fees, provided that no fee paying student is displaced and that the Faculty member is not counted towards the minimum enrolment number required to run a particular course.

## **ARTICLE 37 – BUDGETS AND FINANCIAL INFORMATION**

**37.01** School Budgets and Capital Budgets shall be developed with the aid of proposals and consultation from the Faculty Members in that School, or in the case of the Library, from the Librarian(s).

**37.02** Deans shall be responsible for seeking such input from Faculty Members within their respective Schools prior to the School Budgets being submitted to the Institute Vice President, Finance and Administrative Services.

**37.03** The Director of Information Services shall be responsible for seeking such input from Librarians prior to the Library budget being submitted to the Institute Vice President, Finance and Administrative Services.

**37.04** The Institute agrees that in the interests of open administration it will make available all relevant and non-confidential financial information to representatives of the Faculty Association when requested to do so by a member of the Association's Executive, or in any event prior to such time as budgets are submitted.

**37.05** Without limiting the generality of the foregoing, the Institute will provide financial documents of public record and documentation relative to the preparation of budgets and discuss same with the representatives of the Faculty Association, when requested to do so by a member of the Association's Executive.

## **ARTICLE 38 – GALLERY SHOW**

**38.01** The Faculty Association will have a group show for one (1) month per year in the Charles H. Scott Gallery. The Institute shall contribute 50% of the cost of the exhibition to a maximum of \$500 annually.

## **ARTICLE 39 – RULES OF INTERPRETATION FOR THIS AGREEMENT**

**39.01** The parties agree to comply with the provisions of the Human Rights Act and agree that any alleged violation of the Act can be grieved pursuant to this Agreement.

**39.02** In this Agreement, unless the context otherwise requires, words importing a male person shall include a female person and vice-versa, and words used in the singular shall be construed as meaning the plural if the facts or context so require.

## **ARTICLE 40 – GENERAL PROVISIONS**

**40.01** The Institute shall provide to all Faculty Members bound by this Agreement a copy of any Notice affecting their employment.

**40.02** The Institute shall provide to the President of the Faculty Association, or designate, copies of the agenda for the Institute Board meetings, the approved minutes of such meetings, and any other public information requested.

**40.03** Prior to the beginning of every semester, or whenever changes occur, the Institute shall provide the Faculty Association with a nominal roll of workload allocations by Faculty Member.

**40.04** Subject to priority use for educational purposes, the Faculty Association shall have the right to use Institute facilities for meetings.

**40.05** The Institute and the Faculty Association agree to share equally the cost of the production and distribution of copies of this Collective Agreement so that up-to-date copies can be provided to all Faculty Members, Administration, Board Members and appropriate staff.

## **ARTICLE 41 – SAVING CLAUSE**

**41.01** In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void or materially altered.

## **ARTICLE 42 – TERM AND DURATION**

**42.01** This Agreement shall become effective on the 1st day of April, 1994, and shall continue in full force and effect until the 31st day of March, 2001, and from year to year thereafter unless on or before the 1st day of January, 2001, either party gives to the other written notice of its desire to alter or amend same.

**42.02** During any period when collective bargaining negotiations are being conducted between the parties to amend this Agreement, the present Agreement shall continue in full force and effect until:

**42.02.1** the Faculty Association commences a lawful strike; or

**42.02.2** the Institute commences a lawful lockout; or

**42.02.3** the parties enter into a new or amended Agreement.

**42.03** There is agreement that any wage increase agreed to during the term of this Agreement shall be made retroactive to April 1st of the applicable contract year.

## **ARTICLE 43 – STRIKE AT INSTITUTE PREMISES**

**43.01** An employee's refusal to cross a legal picket line at any Institute premises shall not be considered a violation of this Agreement nor in itself constitute grounds for suspension, dismissal or warning of unsatisfactory service.

**43.02** The withholding of pay from Faculty Members for services not performed because of picket lines is understood not to constitute disciplinary action by the Institute as described in Article 43.01.

## **APPENDIX I**

The Faculty Salary Scale for the period of April 1, 1994 to March 31, 1996 shall be as follows:

<b>Step</b>	<b>1995 - 1996</b>
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2	\$ 33,883
3	\$ 35,719
4	\$ 37,562
5	\$ 39,400
6	\$ 41,239
7	\$ 43,007
8	\$ 44,918
9	\$ 46,757
10	\$ 48,596
11	\$ 50,435
12	\$ 52,274
13	\$ 53,842
14	\$ 55,457
15	\$ 57,121
16	\$ 58,833
17	\$ 60,599

## **APPENDIX II**

The Faculty Salary Scale for the period of April 1, 1996 to March 31, 1997 shall be as follows:

<b>Step</b>	<b>1996 - 1997</b>
2	\$ 34,427
3	\$ 36,293
4	\$ 38,165
5	\$ 40,033
6	\$ 41,901
7	\$ 43,769

8	\$ 45,640
9	\$ 47,508
10	\$ 49,377
11	\$ 51,245
12	\$ 53,114
13	\$ 54,707
14	\$ 56,348
15	\$ 58,039
16	\$ 59,778
17	\$ 61,572

### **APPENDIX III**

The Faculty Salary Scale for the period of April 1, 1997 to March 31, 1998 shall be as follows:

<b>Step</b>	<b>1997 - 1998</b>
2	\$ 34,771
3	\$ 36,656
4	\$ 38,547
5	\$ 40,433
6	\$ 42,320
7	\$ 44,207
8	\$ 46,096
9	\$ 47,983
10	\$ 49,871

11	\$ 51,757
12	\$ 53,645
13	\$ 55,254
14	\$ 56,911
15	\$ 58,619
16	\$ 60,376
17	\$ 62,188

## **APPENDIX IV**

### **PROCEDURES FOR SALARY PLACEMENT FOR NEW FACULTY APPOINTMENTS**

#### **PREAMBLE**

Salary placements on the Scale will take into account three components: Education, Teaching, and Professional Practice.

#### **1.1 Guidelines**

- A system of points are used for recognizing the various components of a faculty curriculum vitae or resume.
- No new faculty will be placed higher than three Steps below the top Step.
- There can be no more than one point attributed for one year.

#### **1.2 Points for Education**

- Diploma                      1 point
- Bachelor's Degree          2 points
- Master's Degree            3 points
- Doctorate                    4 points

(The points are not cumulative. Points are attributed to the highest educational level attained.)

#### **1.3 Points for Teaching**

1 point for each year of full-time teaching. (A pro-rated formula of part-time courses is based on a full-time load per year.)

#### **1.4 Points for Professional Practice**



.75 point for each year of professional practice as verified through the applicant's CV by employment record or in the case of self-employed artists or designers by exhibition record, receipt of grants or commissions, completed projects.

## **1.5 Calculations**

### **Step One**

Calculate number of points for full-time teaching or full-time employment. Calculate number of years of part-time teaching. Where full-time employment and part-time teaching occur in the same year, the fractions can be added together; however the maximum is one point.

### **Step Two**

Add the points

Divide the total by 2

Add number of points for education

Final number = step on scale

(i.e.  $\frac{1}{2}$  number of points for teaching/professional practice + number of points for education = STEP.)

## **1.6 Committee for placement of newly appointed faculty**

A committee will decide on the placement of newly appointed faculty. It will comprise the following:

- President, Emily Carr Institute
- Dean(s) in affected areas
- Emily Carr Faculty Association President or designate
- Co-ordinator, Human Resources

## **1.7 Placement of new continuing faculty on Salary Scale**

The Institute and Faculty Association agree that new placements on the salary scale should reflect a faculty member's level of education, teaching experience and professional practice involvement and consequently agree to use this Appendix as a guideline for such placements.

It is further agreed that this process is an administrative guideline only, is neither grievable nor arbitrable, nor does it supersede any provisions of the Collective Agreement. The Institute reserves the right to place faculty positions on the salary scale at its sole discretion, but agrees that alterations to this placement policy will be made in consultation with the Faculty Association.

**ACCEPTED this 21st Day of March 1997.**

**On Behalf of the Institute:**

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Ronald Burnett, President

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Michael Clifford, VP Finance & Admi

**On Behalf of the Faculty Associafion:**

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Deborah Shackleton, President

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Chris Czartoryski, Vice President

---

John Wertschek, Treasurer

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Michael Banwell, Member-at-Large

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Lucy Hogg, Member-at-Large

**APPENDIX V**

**PROCEDURES FOR PART-TIME CONTINUING FACULTY TO INCREASE WORKLOADS  
ON A CONTINUING BASIS**

*April 23, 1996*

*Draft Revised: March 1997*

## **PREAMBLE**

The Institute and the Faculty Association agree that Part-time Continuing Appointments are valuable components of a teaching program. This process does not foresee a phasing out of PartTime Continuing Appointments nor does it propose to ensure that all faculty currently employed on a part-time basis will have their workload increased. Rather, the following provides a method whereby, on an annual basis, an assessment of the needs of the curriculum can be suitably matched with Part-Time Continuing Faculty interested in increasing their workload.

### **1.1 Procedure for identifying course sections**

The Dean and the Program Coordinator, in consultation with Continuing Faculty in specific program area(s), will identify those course sections deployed on a non-continuing basis which should be converted into course sections deployed on a permanent basis. Where the potential for cross-appointments exist, the appropriate Dean(s), the Program Coordinator(s) and the Continuing Faculty in the specific program areas will meet to identify potential course sections.

### **1.2 Determining the list of sections to be posted**

The President will meet with the Dean(s) and the Program Coordinator(s) to review the number and types of course sections identified and to prepare a list for internal posting. Issues which will determine the final list will include budgetary projections and program need in consultation with the Faculty Association. The decision to post sections will be made at the discretion of the President, in consultation with the Faculty Association Executive.

### **1.3 Posting**

Part-Time Continuing Faculty will receive notification of the availability of the course sections through the Institute's mail, voice-mail, bulletin board systems and postal system. The notification will clearly indicate the course title, catalogue description, course relationship to the specific program area(s), and application requirements. The posting period will be ten (10) continuous days in accordance with the Collective Agreement.

### **1.4 Application Process**

All applicants for the identified course sections will apply in writing to the Coordinator of Human Resources and include:

- a covering letter identifying course(s) and outlining how their experience and expertise are appropriate for such an assignment, and
- a curriculum vitae documenting teaching experience, professional experience, research/scholarly activity, and community service.

### **1.5 Selection Committee**

Applications will be reviewed by a Selection Committee comprised of the Dean or Dean(s) in the case of cross-appointments; the Coordinator of Human Resources; and three Continuing Faculty members (two from the affected program area(s) and one faculty member from another program area). The decision to regularize the position resides with the President in consultation with the Dean(s).

Selection Committee membership must include representation of areas of expertise relative to the identified course sections.

### **1.6 Selection Process**

The final selection of the candidate will be in accordance with the Collective Agreement. In the event that the President does not agree with a recommendation the course(s) will be filled by a Non-Continuing Appointment and reviewed the following year.

### **1.7 Selection Criteria**

Whether only one or more than one candidate applies, the Selection Committee will make its decision using as non-prioritized guidelines such criteria as: teaching experience and effectiveness; professional practice/scholarship; seniority; service to the Institute community; service to the art and design communities; and the employment equity policy of the Collective Agreement.

Final selection of the candidate will be in accordance with the Collective Agreement which describes the process by which consensus is to be reached between the President and the Selection Committee.

**ACCEPTED this 21st Day of March 1997.**

**On Behalf of the Institute:**

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Ronald Burnett, President

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Michael Clifford, VP Finance & Admi

**On Behalf of the Faculty Associafion:**

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Deborah Shackleton, President

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Chris Czartoryski, Vice President

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John Wertschek, Treasurer

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Michael Banwell, Member-at-Large

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Lucy Hogg, Member-at-Large

## **APPENDIX VI**

### **PROCEDURES FOR PART-TIME CONTINUING FACULTY TO INCREASE WORKLOADS ON A TEMPORARY BASIS**

#### **PREAMBLE**

Part-time Continuing Faculty may increase their teaching load on a semester-by-semester basis when required to replace faculty for periods of leave, sick leave, to teach additional temporary sections or to explore and test new areas of study.

#### **Procedure**

**1.1** The Dean in consultation with the Program Coordinator and Continuing Faculty in the specific program area(s) may recommend qualified Part-Time Continuing Faculty to the President to teach courses requiring instruction on a semester-by-semester or replacement basis. The decision to grant temporary workload increase to Part-Time Continuing Faculty resides with the President in consultation with the Dean.

**1.2** Faculty receiving such appointments are expected to participate in additional committee, administrative and Institute service commensurate with the increase in teaching load.

**1.3** Remuneration will be based on the following formulae:

- per three (3) credit Studio Course: 1/10 of the faculty member's 100% annual stepped salary multiplied by .75 with a minimum stipend payable of \$3,828.00.

- per three (3) credit Academic Course: 1/8 of the faculty member's 100% annual stepped salary multiplied by .75 with a minimum stipend payable of \$4,685.00.

**ACCEPTED this 21st Day of March 1997.**

**On Behalf of the Institute:**

\_\_\_\_\_  
Ronald Burnett, President

\_\_\_\_\_  
Michael Clifford, VP Finance & Admi

**On Behalf of the Faculty Associafion:**

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Deborah Shackleton, President

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Chris Czartoryski, Vice President

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John Wertschek, Treasurer

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Michael Banwell, Member-at-Large

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Lucy Hogg, Member-at-Large

## **APPENDIX VII**

### **PROCEDURES FOR ADJUNCT SESSIONAL NON-CONTINUING APPOINTMENTS**

*Draft: March 1997*

#### **PREAMBLE**

Adjunct Sessional Appointments are offered in the credit program to facilitate research, design, preparation and teaching of scheduled curriculum course content. Adjunct Appointments are term specific (not to exceed two years), specifying a commencement and termination date for each semester.

Each appointment shall expire on its termination date automatically and without notice.

Any further appointment, even one following immediately upon a previous one, shall constitute a new separate appointment, not a renewal or extension of the previous one.

Adjunct Sessional Non-Continuing Faculty positions are created when there is either a demonstrated need for continuity of curricular delivery in a specific educational program(s), or the developmental nature of the course(s) requires a period of trial and assessment. An Adjunct Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for a studio appointment or a teaching load from three (3) up to a maximum of twelve (12) credits per semester for an academic appointment.

#### **1.1 Procedure for identifying course sections**

The Dean and the Program Coordinator(s), in consultation with Continuing Faculty in specific program area(s), will identify those course sections which should be created, continued or revised as adjunct sessional appointments.

Where the potential for cross-appointments exist, the appropriate Dean(s), the Program Coordinator(s) and the Continuing Faculty in the specific program area(s) will meet to identify potential course sections.

The Dean(s) will meet with representatives of the Faculty Association to review the number and types of course sections identified and to decide on the nature of the positions and the posting process.

#### **1.2(a) Duties and Responsibilities**

The primary duties and responsibilities of each faculty member shall be to teach the educational programs and course content as described in the curriculum assigned to the faculty member.

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation, and supervision of a scheduled curriculum course content.

In addition, faculty will normally be expected to attend departmental, School and Institute meetings, and to assume duties as assigned by the Dean.

### **1.2(b) Remuneration and Benefits**

Remuneration and benefits are based on the following formulae for 1996/97:

-	per three (3) credit <b>studio</b> course. 1/10 of step 8 multiplied by .75 =	\$3,422.00
-	allowance for additional duties and responsibilities	<u>406.00</u>
		\$3,828.00
-	per three (3) <b>academic</b> course. 1/8 of step 8 multiplied by .75 =	\$4,279.00
-	allowance for additional duties and responsibilities	<u>406.00</u>
		\$4,685.00

The stipend rates include a 4% allowance per three (3) credit course in lieu of vacation leave.

#### *Benefits*

Adjunct sessional faculty shall also receive a 2% cash payment per three (3) credit course (excluding allowance for additional duties and responsibilities) in lieu of fringe benefits.

Remuneration for preparation time is included in the course stipend.

### **1.3 Posting**

Once a decision has been made to offer an Adjunct Sessional Appointment, the position will be posted. Posting can be either internal, or internal and external, depending on the identified curricular need.

Internal postings will be through the Institute's mail, voice-mail and bulletin board systems. The notification will clearly indicate the course title(s), catalogue descriptions(s), course relationship to the specific program area, and application requirements. The posting period will be ten continuous days in accordance with the Collective Agreement. All Non-Continuing Faculty who have instructed credit course programs (full-time or part-time) within the previous two years are eligible to apply and shall be contacted through the postal service.

External posting procedures will be established by the Dean(s) and Human Resources in consultation with the Faculty Association.

Postings shall generally occur at the beginning of the final semester of the current appointment with the decision being made within a month of the end of the semester.

### **1.4 Application Process**

All applicants will apply in writing to the Coordinator of Human Resources and include:

- a covering letter identifying course(s) and outlining how their experience and expertise are appropriate for such an assignment, and
- a curriculum vitae documenting teaching experience, professional experience, research/scholarly activity, and community service



- slides of recent work if applicable and/or examples of published scholarship and recent portfolio samples.

### **1.5 Selection Committee**

Applications will be reviewed by a Selection Committee comprised of the Dean or Dean(s) in the case of cross-appointments; the Coordinator of Human Resources; and three continuing faculty members (two from the effected program area(s) and one faculty member from another program area). Selection Committee membership must include representation of areas of expertise relative to the identified course sections.

### **1.6 Eligibility**

All Non-Continuing Faculty who have instructed credit course programs (full time or part time) within the previous two years are eligible to apply.

### **1.7 Selection Criteria**

Whether only one or more than one candidate applies, the Selection Committee will make its decision using as non-prioritized guidelines such criteria as: teaching experience and effectiveness; professional practice/scholarship; seniority; service to the Institute community; service to the art and design communities; and the employment equity policy of the Collective Agreement.

### **1.8 Evaluation**

Adjunct Sessional Faculty shall be subject to the faculty evaluation process as outlined in the Collective Agreement.

### **1.9 Appointment Review**

At the beginning of the final semester of the appointment there shall be a curriculum review by the Dean(s) together with the Continuing Faculty in the program area(s) to determine if the position:

- a) should be converted into a continuing position
- b) continued
- c) revised
- d) discontinued.

If (a), (b) or (c), the position will be treated as a new appointment and posted. Any determination with respect to the above will be made in consultation with the Faculty Association. If (a), Article 6 of the Collective Agreement shall apply with the Selection Committee determining if the posting should be internal or internal and external.

**ACCEPTED this 21st Day of March 1997.**

**On Behalf of the Institute:**

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Ronald Burnett, President

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Michael Clifford, VP Finance & Admi

**On Behalf of the Faculty Associafion:**

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Deborah Shackleton, President

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Chris Czartoryski, Vice President

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John Wertschek, Treasurer

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Michael Banwell, Member-at-Large

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Lucy Hogg, Member-at-Large

**APPENDIX VIII**

# **PROCEDURES FOR SEMESTRAL, SESSIONAL NON-CONTINUING APPOINTMENTS**

*Draft: March 1997*

## **PREAMBLE**

Semestral Sessional Appointments are offered in the credit program on a semester-by-semester basis and stipulate specific commencement and termination dates in a given academic year. A Semestral Sessional Appointment can stipulate a teaching load from three (3) up to a maximum of fifteen (15) credits per semester for studio appointments or from three (3) up to a maximum of twelve (12) credits per semester for academic appointments.

### **1.1 Procedure for identifying course sections**

The Dean, in consultation with Continuing Faculty in the specific program areas(s), will identify those course sections which should be created and filled as Semestral Sessional Appointments and will recommend suitable candidates to the President of the Institute. The decision to grant the appointments resides with the President in consultation with the Dean. Appointments will be announced prior to the end of the previous semester. It is recognized that some appointments cannot be confirmed until the beginning of each academic semester.

### **1.2 Duties and Responsibilities**

The primary duties and responsibilities of each faculty member shall be to teach educational program(s) and course content as described in the curriculum assigned to the faculty member.

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation, and supervision of a scheduled curriculum course content.

### **1.3 Contract Duration**

Contracts are sixteen (16) weeks in duration. The Fall semester contract period will commence with the first duty day in August. The Spring semester contract will commence with the first duty day in January.

Each contract shall expire on its termination date automatically and without notice. Any further appointment, even one following immediately upon a previous one, shall constitute a new, separate appointment, not a renewal or extension of the previous one.

The Institute offers this appointment in good faith and makes no commitment beyond the terms and duration of the appointment.

### **1.4 Remuneration and Benefits**

Remuneration will be based on the following formulas:

**STUDIO SEMESTRAL SESSIONAL APPOINTMENTS**

Per three (3) credit course:  $1/10$  of step 8 multiplied by  $.75 = \$3,422.00$  (1996/97)

The stipend includes a 4% allowance per three (3) credit course in lieu of vacation leave.

**Benefits:** Studio Semestral Sessional Faculty shall receive a 2% cash payment per three (3) credit course in lieu of fringe benefits.

**Assigned Duties - \$203.00:** An additional payment for assigned duties as specified in the letter of appointment **not generally to exceed six (6) hours per three (3) credit course.**

**Additional Duties - \$203.00:** An additional payment of \$203.00 maximum per three (3) credit course may be authorized for additional duties specified by the Dean, **not generally to exceed six (6) hours per three (3) credit course.**

**Preparation Time:** Remuneration for preparation time is included in the per course stipend.

#### ADEMIC SEMESTRAL SESSIONAL APPOINTMENTS

Per three (3) credit course: to  $1/8$  of step 8 multiplied by  $.75 = \$4,279.00$  (1996/97)

The stipend includes a 4% allowance per three (3) credit course In lieu of vacation leave.

**Benefits:** Academic Semestral Sessional Faculty shall receive a 2% cash payment per three (3) credit course in lieu of fringe benefits.

**Assigned Duties - \$203.00:** An additional payment for assigned duties as specified in the letter of appointment **not generally to exceed six (6) hours per three (3) credit course.**

**Additional Duties - \$203.00:** An additional payment of \$203.00 maximum per three (3) credit course may be authorized for additional duties specified by the Dean, **not generally to exceed six (6) hours per three (3) credit course.**

**Preparation Time:** Remuneration for preparation time is included in the per course stipend.

### 1.5 Application Process

All applicants will apply in writing to the Coordinator of Human Resources and include:

- a covering letter identifying course(s) and outlining how their experience and expertise are appropriate for such an assignment, and
- a curriculum vitae documenting teaching experience, professional experience, research/scholarly activity, and community service
- slides of recent work if applicable and/or examples of published scholarship and recent portfolio samples.

### 1.6 Evaluation

Semestral Sessional Faculty shall be subject to the faculty evaluation process as outlined in the Collective Agreement.

**1.7 Selection Criteria**

Candidates will be recommended for Semestral Sessional Appointments using the following non-prioritized guidelines: teaching experience and effectiveness, professional practice/ scholarship, service to the Institute community, service to art and design communities, and employment equity policies of the Collective Agreement.

**ACCEPTED this 21st Day of March 1997.**

**On Behalf of the Institute:**

\_\_\_\_\_  
Ronald Burnett, President

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Michael Clifford, VP Finance & Admi

**On Behalf of the Faculty Associafion:**

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Deborah Shackleton, President

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Chris Czartoryski, Vice President

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John Wertschek, Treasurer

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Michael Banwell, Member-at-Large

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Lucy Hogg, Member-at-Large