

This Collective Agreement made and entered into as of the 4th day of June 1992.

BETWEEN:

THE EMILY CARR COLLEGE OF ART AND DESIGN,
a Provincial Institute designated under
Section 9 of the Colleges and Provincial
Institute Act

("the College")

PARTY OF THE FIRST PART

AND:

THE EMILY CARR COLLEGE OF ART AND DESIGN
FACULTY ASSOCIATION, a body corporate
which has been certified and recognized by
the College 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

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 College 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 College, and those employees of the College 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 College and Faculty Association agree that where this Agreement stipulates in the membership of certain College Committees persons who are not members of the Faculty Association (e.g. students, staff) the following interpretation be used: the College 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 Trustees of the Emily Carr College of Art and Design as defined by The College and Institute Act, R.S.B.C. 1979, c. 53.
- 1.02 The Committee on Educational Leave is a committee consisting of the Dean of Academic Affairs, all Associate Deans and two faculty representatives appointed by the Faculty Association.
- 1.03 The Examining Committee is a committee comprised of all the Associate Deans and chaired by the Dean of Academic Affairs to examine complaints regarding misconduct by faculty members, when such complaints are remitted to the Committee by the College President.
- 1.04 Evaluation Peer Committee is a committee of three faculty members elected by the Faculty Association as in Article 10.02.
- 1.05 Evaluation Review Committee is a committee comprised of the President as Chairperson, the Evaluation Peer Committee, the Dean of Academic Affairs and the appropriate Associate Dean as in Article 10.02.
- 1.06 The Evaluation Procedures Committee (EPC) may be called to meet by the President of the College, or President of the Faculty Association.
- 1.07 The Professional Development Committee is a permanent body which shall consist of the Dean of Academic Affairs and President of the Faculty Association and any additional representatives jointly appointed by them.
- 1.08 The Programme Advisory Council (PAC) and its committees have cross-college representation including faculty. These committees and the Programme Advisory

Council are responsible for development and recommendation to the President and the Board on all matters pertaining to academic policy. Descriptions of the mandate and membership are available in a separate College booklet. For purposes of this Collective Agreement, the Programme Advisory Council's structure is referred to under Duties and Responsibilities for the Associate Dean, Article 13.02.

- 1.09 The Selection Committee is a Committee consisting of the Dean of Academic Affairs, acting as Chair, and four faculty members on continuing appointment and two students. The four faculty members will be drawn from the following: (a) the Associate Dean (ex officio) in which the vacancy is to be filled; (b) two faculty members from the same division elected by the divisional faculty (in the case of a division with fewer than three permanent faculty, the faculty member who is not the Associate Dean will be appointed); (c) The Dean of Academic Affairs will appoint a faculty member from another division. In consultation with the pertinent Associate Dean and based on the recommendations of the students within that department or division, the Dean will appoint two student members. Normally one student will be from the division in which the appointment is to be made and one student will be from another division. For a cross-appointment in two divisions, the Committee will comprise both pertinent Associate Deans, one faculty member elected by and from each division involved, and one student (appointed as above) from each division involved. The purpose of the Selection Committee is to nominate one candidate for continuing appointment.
- 1.10 The Benefits Committee is a Committee consisting of the College Vice President, Finance, or designate, and two continuing Faculty members appointed by the Association to act as an information committee to review benefits at least once annually.
- 1.11 Probationary Review Committee is a Committee to review a probationary appointment consisting of the Dean of Academic Affairs (chair), the Associate Dean, one faculty member from the Division appointed by the Associate Dean, one faculty member from outside the Division.
- 1.12 The Associate Dean is a faculty member and member of the Faculty Association.

- 1.13 The Employment Year for continuing faculty commences on August 1 and continues through July 31 of the following year. The employment year consists of two academic teaching semesters and a 91-day summer period that comprises annual vacation and professional development leave. (Annual Vacation: Article 18; Professional Development Leave: Article 19.01)

ARTICLE 2 - APPLICABILITY OF THE COLLECTIVE AGREEMENT

- 2.01 The terms of this Collective Agreement shall apply to all faculty members teaching in the College's regular day-time programme, including Artists in Residence and Visiting Artists and Designers, 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 College's Outreach Programmes, Evening Programmes, or Summer Institute Programme unless such coverage is expressly indicated herein.

- 2.02 Continuing Appointments between Part-time Studies and Full-time Programme.

The College will consider and, if feasible, develop continuing positions which will be cross-appointments between the Part-time Studies Division and a Division within the full-time programme. The number of courses taught within the Part-time Studies programme would normally not exceed one-third of the instructor's total course load.

Modifications to current methods of appointment and evaluation, including the instructor's probationary period, will be developed during the 1992-93 academic year to facilitate participation and representation from the Part-time Studies Division.

Salary will be calculated on the basis of all courses taught without distinguishing between the full-time or the part-time programme components of the teaching load.

- 2.03 Sessional faculty teaching in both the full-time and the part-time studies programmes.

Commencing September 1992, for purposes of calculating salary only, any sessional faculty whose combined teaching load of full-time

programme and part-time studies courses equals 9 credits or more in any one semester will be paid on the following basis:

Each full-time programme (day) course will be paid on scale at a pro-rata basis.

Each part-time studies credit course will be paid at the course stipend rate in effect for that year.

ARTICLE 3 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS

3.01 Except as hereinafter provided, each faculty member, as a condition of continued employment or hiring, shall within thirty (30) working days become a member in good standing of the Faculty Association and shall maintain such membership during continued employment.

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

"I hereby assign to the Emily Carr College of Art and Design Faculty Association and authorize you to deduct from my salary earned or to be earned as your 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 College agrees to deduct from each monthly pay cheque of the faculty members covered by this Agreement the monthly dues owing to the Faculty Association on their behalf. Such dues shall be forwarded to the Association's Treasurer without delay.

3.04 The Association will provide written notice to the College's Vice President, Finance, of the amount of monthly dues to be so deducted within thirty (30) calendar days following ratification of this Agreement. It is agreed that the specified monthly dues cannot be changed more than once in any contract year.

3.05 At the request of the College or individual faculty member, the Faculty Association may agree to waive payment of Faculty Association dues by individual faculty members.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The operation, control and management of the College and all activities of the College 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 College. All of the rights, functions, and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provision of this Agreement are reserved and retained exclusively to the College.

ARTICLE 5 - EMPLOYMENT CLASSIFICATIONS

- 5.01 Faculty members shall be appointed within one of the following categories:

- (a) Probationary - (See Article 5.02)
- (b) Continuing Full-time Appointment - An appointment to a full-time position for a period without term in the College's daytime programme.
- (c) Continuing Part-time Appointment - An appointment to a part-time position for a period without term in the College's daytime programme on a regular part-time schedule of weekly hours which is equal to at least fifty (50%) per cent of but less than the total number of weekly hours constituting full-time employment.
- (d) Sessional Appointments - A non-continuing appointment wherein a faculty member is employed in the full-time programme to teach for one or more semesters on either a part-time or full-time schedule pursuant to a written individual contract of employment which stipulates a specific commencement and termination date.

Sessional Appointments may be classified as Replacement, Visiting, Temporary or Extended Temporary.

- (i) Replacement Appointments are those given to non-continuing faculty to undertake courses otherwise taught by continuing faculty who have been granted a paid or unpaid leave of absence. Replacement Faculty may be hired to teach either a part-time or a full-time

course load. The term of the appointment will not exceed the continuing faculty's leave time.

- (ii) Visiting Appointments are those given to non-continuing faculty to teach courses which have been purposely designed to augment the curriculum taught by continuing faculty. Visiting Appointments will carry teaching loads of 50% or greater. The normal term of such an appointment will be one or two semesters; in no cases shall such an appointment exceed four semesters.
- (iii) Temporary Appointments are those given to non-continuing instructors on an occasional basis either (i) to explore and to test new areas of study or (ii) to enable the College to review its commitment to an established area of study. Temporary appointments may be full or part-time and for a maximum of two years.
- (iv) Extended Temporary Appointments are those given in special circumstances to non-continuing instructors to teach less than a 50% course load where, in the opinion of the Dean, the unique nature of the course(s) and the qualifications of the instructor warrant a more ongoing relationship than that provided by a temporary appointment. Such contracts will be for either a two or a three year period and may be renewed. The College reserves the right to cancel the courses or to appoint a different instructor at the end of the contract period.
- (e) Substitute - A faculty member, not on contract, who is hired to teach less than one semester to replace a probationary or continuing or non-continuing faculty member who is unexpectedly absent because of illness or other such unforeseen difficulties.
- (f) Artist/Designer "in residence"
 - (i) An appointment, supplementary to the regular faculty, not to exceed one year, may be made by the President or designate, in consultation with the Associate Dean.

- (ii) The conditions of employment would be specified on an individual basis between the incumbent and the President, prior to commencement of employment.

5.02 Probationary Appointments

- (a) 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 College and the individual faculty member.
- (b) The Probationary Review Committee shall consist of the Dean of Academic Affairs, the respective Associate Dean of the Division, one faculty member from that Division, and one faculty member from outside that Division. Because of the importance of continuity of membership in ensuring the fairness to the probationary faculty member, those appointed to the Probationary Review Committee should continue on the Committee during the two (2) years of a faculty member's probationary period.
- (c) The first probationary review will take place no later than spring of the first year of appointment and before May 15. At the conclusion of the first review the Probationary Review Committee may proceed
 - (i) That the probationary appointment may proceed without condition.
 - (ii) That the probationary appointment should continue and that specific concerns raised by the Committee will be brought to the attention of the probationary faculty member by the Dean of Academic Affairs.
- (d) The second review will take place in the spring of the second year and before May 15. At the conclusion of the second review, the Probationary Committee may recommend to the President:
 - (i) That the candidate be placed on continuing appointment on August 1 of the third year.
 - (ii) That the candidate not be given a continuing appointment and that the contract will

conclude on July 31 of the second year of appointment.

- (e) (i) At the end of the First Review, the Dean of Academic Affairs shall meet with the probationary employee to discuss the findings of the Probationary Review Committee, to promote the employee's strengths and to encourage improvement where weaknesses have been suggested.
- (ii) Following this meeting, the Dean will report to the President, the Probationary Review Committee and the probationary employee, in writing, the Probationary Review Committee's summary of the employee's strengths and what specific improvements (if any) are required by the second and final probationary review.
- (iii) Following the Dean's second Probationary Review letter to the President (as in (d) above), the College Board will make the decision with regard to the continuing appointment.

(f) The Committee will rely upon the following material for its reviews:

(i) First Review:

(A) Student evaluation forms [as per Article 10.02(v)], processed by the Peer Evaluation Committee, from the Fall and Spring semesters of the first year of appointment.

(B) A report by the Associate Dean developed as follows:

(i) The Associate Dean will hold an 'in camera' (confidential) meeting of continuing faculty in the probationary employee's programme area to discuss strengths and weaknesses related to the probationary candidate's performance and suitability, according to the criteria set out in Article 10.01 of the Collective Agreement.

- (ii) The Associate Dean will meet with the probationary faculty member to convey the points raised in the discussion and to provide suggestions and guidance.
- (iii) The Associate Dean will prepare a written summary of this meeting, which both parties will sign to indicate that the views and issues were discussed, even if not agreed upon. This summary will be submitted to the Dean for the Probationary Review Committee's first review of the candidate.
- (C) At his/her option, the probationary faculty member may submit a written statement pertaining to his/her teaching and professional work.
- (ii) Second Review:
 - (A) Student evaluation forms [as per Article 10.02(v)], processed by the Peer Evaluation Committee, from the Fall Semester of the second year of appointment.
 - (B) A report by the Associate Dean developed as in i.B above. As well as considering possible new information, the Committee will pay special attention to the concerns identified in the first review.
 - (C) A written statement by two colleagues whose names have been suggested by the candidate and from one colleague whose name has been suggested by the Dean of Academic Affairs, in consultation with the Associate Dean.
 - (D) Overview by the Dean of Academic Affairs of the appointment with reference to student evaluations, professional development reports and materials considered in the first and second reviews as detailed in A, B and C above.

(g) During such a contract, the faculty member is deemed to be a probationary employee whose written evaluation reports shall be considered by the Evaluation Peer Committee and the Evaluation Review Committee prior to going to the Probationary Review Committee prior to a decision being made by the College Board with regard to approving a continuing appointment.

ARTICLE 6 - HIRING OF NEW FACULTY ON CONTINUING APPOINTMENT

- 6.01 Whenever a vacancy for a continuing position in the day-time programme occurs by reason of resignation, dismissal, creation of a new position, non-renewal of contracts, or other reasons, a Selection Committee shall be struck (see 1.09).
- 6.02 Faculty vacancies shall be posted internally for 10 continuous days.
- 6.03 At its first meeting the Dean of Academic Affairs will consult with the Selection Committee on the nature of the vacancy, qualifications and experience required for the successful candidate, the process of advertising for the position, and the process to be followed in considering and evaluating the candidates. The Coordinator of Human Resources will be asked to participate in this discussion to assist the Committee in the selection process.
- (a) When all the applications are received the Selection Committee will review the applications and draw up a shortlist of candidates to be interviewed. The Committee will develop a process to ensure a similar routine for each candidate to visit 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.
- (b) The short-listed candidates will be interviewed by the Committee and the President. The Dean of Academic Affairs will convene a meeting to enable the President and the 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 will be said to exist when:

- (i) there is unanimity among all members of the Selection Committee and the President on a particular candidate
- or
- (ii) a majority of the Selection Committee and the President agree on a particular candidate.
- (c) In the event that the President and the Selection Committee cannot agree on a single candidate after substantial discussion, the position will be filled by a sessional appointment and the position will be re-advertised the following year and until such time as an appointment is made.

6.04 When an agreement is reached on the most suitable candidate, the President shall take this recommendation to the College Board.

6.05 In accordance with the relevant provisions of The College and Institutes Act, the College Board shall consider this recommendation in determining all new appointments 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 Selection Committee indicating the reasons for the Board's position and requesting the Committee to make an alternative recommendation.

6.06 Affirmative Action

Within the context of the principles of equal rights and existing equal rights legislation, and accepting the obligation of the College to establish and maintain the highest calibre of instruction, the Parties to this Agreement recognize and undertake to make every effort to increase the representation of women on the continuing faculty. The College recognizes that in order to achieve this goal, particular forms of advertising may have to be undertaken. The College further undertakes to ensure that all College candidate screening committees will be made aware of this Article in the Agreement and its purpose and shall provide guidelines to facilitate this objective.

[During the hiring process for new faculty in 1991-92, the following initiatives were undertaken which resulted in modifications for this year to the selection process as outlined in ARTICLE 6 of this agreement:

1992 Search Committees

Search committees for continuing positions will be set up in a similar manner to the 1990 hiring process with a minimum 1/3 women faculty.

Shortlist of Candidates

A minimum of 50% women candidates will be chosen for the shortlist. If the search committee cannot agree on a shortlist which contains 50% women candidates and yet wishes to proceed with the selection, then the reasons must be made in writing to the President who must agree with them.

If there is no agreement, then advertising for the position will be continued and the deadline for applications for the position extended.

Selection of the Candidate

In order to ensure that every possible consideration is given to women candidates, where the selection committee is not recommending a woman candidate, the President may choose not to accept the recommendation if the arguments for the superiority of the male candidate are not, in the President's opinion, persuasive.

In the event of there being no agreement, the position will be re-advertised in accordance with current provisions of the Collective Agreement.]

ARTICLE 7 - CONTRACT RENEWALS FOR SESSIONAL FACULTY, DESIGNERS OR ARTISTS IN RESIDENCE

- (a) The College shall endeavour to advise such sessional faculty members of its intention to renew the individual's contract, or, alternatively of its intention not to renew the said sessional contract at the soonest possible date in advance of the commencement date of the new term or as soon thereafter as possible where new requirements are being identified.
- (b) Such notification of sessional employment shall indicate the anticipated amount of instructional time to be offered during the entire Spring/Fall semesters in the day-time programme.

ARTICLE 8 - REDUCTIONS OF FACULTY MEMBERS ON CONTINUING APPOINTMENTS

8.01 (a) In the event of decreased enrolment, elimination programmes, changes in course offerings, or of shortage of funds, the College may deem it necessary to reduce the number of faculty of the College. The College 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 faculty members.

(b) Maximum and minimum enrolment shall be determined by the following formula:

The average enrolment is 15 credits per student multiplied by the student teacher ratio for the College; $14 = 210$ credits represents the mean.

Maximum enrolment will be determined by adding $1/3$ to 210, i.e., $(70 + 210 = 280)$ and

Minimum enrolment will be determined by subtracting $1/3$ from 210, i.e. $(210 - 70 = 140)$.

The Dean of Academic Affairs and the Course and Programme Committee, a sub-Committee of the Programme Advisory Council, shall review all credit loads determined to be under or over the minimum or maximum for the purpose of possible reassignment or prior to a recommendation for reduction.

8.02 Reduction Sequence

(a) If it is probable that a reduction of continuing faculty will be necessary, the Faculty Association will be notified as soon as is possible of the probability and the areas in which it might occur.

(b) At least 30 days before the College intends to give written notice to the faculty on continuing appointment affected, the College will arrange meetings with the Faculty Association to explore alternatives. Alternatives may include

reassignment subject to the operational requirements of the College. Such reassignment will be made by the Dean of Academic Affairs, in consultation with the Associate Dean and 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 enrolment. Such reassignment or time reduction shall only be for the semester period during which the enrolment deficiency occurs.

- (c) If reductions in the number of continuing faculty 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.
- (d) Wherever possible, continuing faculty affected by such reduction will be given preference for movement for purposes of employment to another instructional area of the College, provided no other continuing faculty will be displaced as a result.
- (e) The College 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 College may employ new instructors only on a sessional basis so that this preference can be exercised at the end of the year.
- (f) This Article does not apply to probationary or sessional faculty or any other faculty member whose contract expires at the end of the College year.

8.03

Conditions of Termination

- (a) Continuing faculty who have less than six (6) years of continuous employment with the College will be given six (6) months advance notice of the date of their termination; less than eight (8) years of continuous employment with the College and more than six (6) years will be given eight (8) months notice of the date of termination and continuing faculty who have more

than eight (8) years of continuous employment with the College will be given nine (9) months notice of their termination date.

- (b) Where the College fails to give the required notice of termination to an eligible faculty member under Article 8.03 (a) 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 re-employment with the College 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.
- (c) 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.
- (d) These notice provisions do not apply to probationary, substitute or sessional faculty or any other faculty whose contracts expire at the end of the College year.

8.04 Re-Appointment Period

- (a) If it is found that faculty numbers can be increased in a specific case, the College shall offer reappointment to those continuing faculty 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.
- (b) Former faculty may extend the two year reappointment period for an additional twelve (12) months, provided they apply in writing to the College President for the extension, at least one (1) month prior to the expiration of the initial reappointment period.

- (c) During their respective reappointment periods, former faculty members shall be listed in the Outreach Programme for possible scheduling in the Outreach Workshops, and shall be given preference to teach in Summer and Evening programmes in their proven areas of expertise.

ARTICLE 9 - VOLUNTARY TERMINATIONS AND RESIGNATIONS

- 9.01 A faculty member on a continuing appointment may resign, in writing, to the President four (4) months prior to the date of resignation stipulated by that faculty member.
- 9.02 Alternatively, a faculty member's appointment under a continuing appointment may be terminated at anytime by mutual consent.
- 9.03 If the College wishes to terminate the individual contract of a sessional or substitute faculty member during the first two (2) weeks of the term because of insufficient student enrolment, the College shall pay two (2) weeks' salary in lieu of notice to that faculty member.

ARTICLE 10 - TEACHING OBJECTIVES AND RESPONSIBILITIES

- 10.01 The primary duties and responsibilities of each faculty member shall be the pursuit of educational programmes and course content as described in the curriculum assigned to the faculty member and shall include the following responsibilities:

Teaching is defined as the responsibility for the design, preparation, delivery and grading of a scheduled curriculum credit course.

(a) The Faculty Member and Instructional Duties

- (i) The Faculty shall develop an approach to learning designed to meet student needs.
- (ii) Each student shall be treated fairly, with respect and genuine interest and in a non-discriminatory manner.

- (iii) Faculty should be clear and effective in their answering of questions and their communication of instructional materials.
 - (iv) Faculty shall supervise students within their instructional areas.
 - (v) Faculty shall do effective class preparation and programme and course planning.
 - (vi) Faculty shall supervise supplies and equipment within their instructional areas.
 - (vii) Faculty shall evaluate their students' work constructively and grade it fairly and consistently, according to the grading system published in the college calendar.
 - (viii) Faculty shall encourage the attendance of all students.
 - (ix) Faculty shall instruct students in workshop safety and advise the College when and where unsafe working conditions may exist.
 - (x) Faculty should have the capacity to encourage students to attain self-growth.
- (b) The Faculty Member and Their Subject Area
- (i) Faculty members should understand and be knowledgeable of the latest developments in their field or subject area.
 - (ii) Faculty members shall maintain their effectiveness within the College and the wider cultural community by pursuing their own creative direction and personal development.
 - (iii) Faculty members shall keep informed on current issues directly related to their work at the College.
- (c) Faculty Members and the Faculty Community
- (i) Faculty members should exchange ideas and assist each other professionally.
- (d) Faculty Members and the College

- (i) Faculty members must participate in departmental meetings, student consultation and such other activities from which students, faculty and the College as a whole may reasonably be expected to benefit.
- (ii) Faculty members should make a continuing contribution to the agreed objectives of the College.
- (iii) Faculty members shall have the ability and demonstrated willingness to work within the College and shall conscientiously fulfil their faculty duties.
- (iv) Faculty members shall participate in the evaluation process as defined in 10.02 (v.5)
- (v) Faculty members shall fulfil all other responsibilities as specified in this Agreement.

10.02 Faculty Evaluations

- (a) All continuing faculty members shall be evaluated annually except Artists in Residence, Visiting Artists (Designers) and substitutes. Probationary and sessional faculty members shall be evaluated periodically.
- (b) The primary purpose of the faculty evaluation process is the improvement of the professional competence and effectiveness of faculty members. The evaluation process is designed to provide feedback, information, suggestions and guidance for the professional improvement and growth of faculty members.
- (c) The evaluation process is also designed to provide to the College the information on which to determine the renewal or non-renewal of individual faculty appointments.
- (d) All faculty evaluations shall be reviewed by the Evaluation Peer Committee (EPC) and by the Evaluation Review Committee (ERC) according to the criteria set out in Article 10.01 of the Faculty Agreement. (Teaching Objectives and Responsibilities), and by the procedures given below.

(e) Components and Procedures

The College is responsible for the conduct of the evaluation process.

The College will not amend any of the evaluations or change questionnaires or procedures without the approval of the Evaluation Procedures Committee.

The Faculty Association will encourage its members to support and fully participate in the evaluation process.

(i) Questionnaires

The three types of questionnaires to be considered in the evaluation process are:

Student Questionnaires
Colleague Questionnaires
Administrative Questionnaires

(ii) Evaluation File

Documentation maintained by the Dean of Academic Affairs containing the following for each faculty member: summaries of student, Colleague and Administrative questionnaires, current resume, professional development report, sabbatical reports when relevant, teaching schedule for each semester, course outlines, enrolment figures, synopsis of grades, and other material indicating the professional activities undertaken by the faculty member and colleague evaluations as required.

Faculty members shall have full access to their evaluation file at all times.

(iii) Evaluation Peer Committee

A committee of three faculty members elected by the Faculty Association. The Evaluation Peer Committee will review the results of all faculty evaluation questionnaires; will determine which faculty need to be reviewed and shall hold discussions with the faculty

members involved. The Committee will prepare a written report outlining the problems and issues raised and will recommend steps to be taken in the following semester.

(iv) Evaluation Review Committee

A committee comprised of the President as Chairperson, the Evaluation Peer Committee, the Dean of Academic Affairs, the appropriate Associate Dean, is responsible for reviewing those faculty members on continuing appointment who have been selected for review by the EPC as well as all probationary faculty.

The ERC will review the performance of those faculty over the previous semester and consider their performance over the subsequent semester and then make one of four recommendations to the Board of Trustees.

1. That the problems and issues raised by the evaluation have been resolved.

2. That the problems have substantially improved but that the Evaluation Committee will meet at the end of one additional semester to reassess the issues and their solution.

3. That the problems have not substantially improved; however, the Committee may wish to use its discretion to recommend a range of solutions including professional development, leaves of absence, a reduction of contact hours or any other measures the committee believes would be of assistance to the faculty member.

4. That no improvement has been made and the faculty member's employment should be terminated.

(v) Procedure (Referred to the Evaluation Procedures Committee for recommended changes)

1. At the end of each term, or semester, the College shall distribute in each class taught by the faculty member, student questionnaires approved by the Evaluation Peer Committee.

The distribution and collection of questionnaires shall be done in a manner which protects the anonymity of students and also ensures that no student submits more than one questionnaire and no one submits a questionnaire who is not registered in the class.

Questionnaires from class will not form a part of the evaluation process unless a minimum of 50% of the students registered in the class complete the questionnaire.

2. An Administrative questionnaire will be completed by the Dean of Academic Affairs for each faculty member.
3. Questionnaires will be collated by a person(s) approved by the President and the Faculty Association.
4. Faculty Members selected for review by the Evaluation Peer Committee will meet with this committee to review the problems revealed by the evaluation and seek methods to remedy them. A written report, signed by the faculty member under review and containing all pertinent information shall be placed in the faculty member's evaluation file. A copy of this report will be given to the faculty member being reviewed and also be forwarded to the Evaluation Review Committee.
5. The evaluation file may contain a report from one or more faculty member(s), requested by the faculty member being evaluated.
6. The Evaluation Review Committee will meet at the end of each semester to

review the files of faculty members previously placed on notice.

7. The Evaluation Review Committee will make its recommendation to the Board of Trustees on an annual basis with the exception of probationary faculty.
8. The Committee's decision shall be made exclusively from relevant material in the faculty member's evaluation file, and shall be based on the criteria in Article 10.01.
9. The Committee's decisions shall be given in writing. The faculty member will be provided a copy and a copy shall also be kept in the evaluation file.
10. The Evaluation Peer Committee will identify each year, two or three faculty members who have received among the top five evaluations.
11. In addition to and separate and apart from the above procedure, the Dean of Academic Affairs will review the evaluation files of all faculty members and meet with them to discuss strengths and weaknesses revealed by the evaluations. These meetings shall be held on an annual basis.

ARTICLE 11 - FACULTY MEMBER'S ACCESS TO PERSONNEL AND EVALUATION FILES

11.01 Every faculty member shall have access to his/her personnel and evaluation files during normal working hours.

11.02 Faculty members shall be advised of any negative or adverse entry other than the Student Questionnaire and the Colleague and Administrative Evaluation Forms in their file within ten (10) working days of the entry being made. Failure to so advise the member shall result in the removal of the entry from the file.

11.03 Except for routine administrative access, files shall be open to other persons only with the written permission of the faculty member concerned.

ARTICLE 12 - HOURS OF WORK

12.01 Continuing Faculty

- (a) Full-time faculty on continuing appointment are required to fulfil a weekly workload of thirty-five (35) hours. The hourly workload per week is pro-rated for part-time faculty.
- (b) The Dean of Academic Affairs, in consultation with the appropriate Associate Dean, will determine the semesterly assignments of courses for each faculty member in accordance with Section 12.02.

12.02 Workload Plan

12.02.1 Full-time Faculty -- Studio Instruction

	Semester A*	Semester B*
Contact hours	15	15
Preparation and administrative duties	20	20
Total weekly hours	35	35

12.02.2 Full-time Faculty -- Academic Instruction

	Semester A	Semester B
Contact hours	12	12
Preparation and administrative duties	23	23
Total weekly hours	35	35

*Semesters A and B may be either semester in the same academic year.

12.02.3 Part-time Faculty -- Studio Instruction

83.3% (3 year cycle)

	Year 1	Year 2	Year 3
Contact hrs. Sem. A	15	12	12
Preparation and administrative duties	14	17	17
Contact hrs. Sem. B	12	12	12
Preparation and administrative hours	17	17	17

66.6% (3 year cycle)

	Year 1	Year 2	Year 3
Contact hrs. Sem. A	12	12	9
Preparation and administrative duties	11	11	14
Contact hrs. Sem. B	9	9	9
Preparation and administrative duties	14	14	14

50%

Contact hrs. Semester A	9.0
Preparation and administrative duties	8.5
Contact hrs. Semester B	6.0
Preparation and administrative duties	11.5

12.02.4 Part-time -- Academic Instruction

80% (3 year cycle)

	Year 1	Year 2	Year 3
Contact hrs. Sem. A	12	9	9
Preparation and administrative duties	16	19	19
Contact hrs. Sem. B	9	9	9
Preparation and administrative duties	19	19	19

60% (3 year cycle)

	Year 1	Year 2	Year 3
Contact hrs. Sem. A	9	9	6
Preparation and administrative duties	12	12	12
Contact hrs. Sem. B	6	6	6
Preparation and administrative duties	12	12	15

50%

Contact hrs. Semester A	6
Preparation and administrative duties	6
Contact hrs. Semester B	6
Preparation and administrative duties	6

12.03 Contact Hours

Student contact hours shall be defined as a faculty member's formal class time spent directly instructing students in the subject matter of a course approved by the College.

12.04 On Duty

Unless granted a leave of absence by the College, each faculty member shall be available and on duty during her/his instructional days and shall be available and on call on her/his preparation and administrative days, including Reading Week, but not during holidays or the Professional Development period.

Continuing faculty shall be expected to attend department, division and other committee meetings even on their non-instructional days during term.

12.05 Course Preparations

No faculty member shall be assigned, without consent, more than three (3) courses or course preparations of

different subject matter within the workload in any one semester.

12.06 Sessional Faculty and Course Load Plan

The annual work load plans outlined in Article 12 apply only to probationary and continuing appointments. Workload and compensation for sessional faculty will be determined on a semester by semester basis, calculated as a percentage of the 100% load for either studio or academic. Course loads of less than 9 credits in any given semester will be paid on a course by course basis.

12.07 During the summer of 1993 and prior to the commencement of the Fall semester 1993, part-time faculty on continuing appointment will be given several course-load options.

- (a) To continue with his or her assigned course load.
- (b) To choose on a continuing basis the course load described in "Year 1" of the applicable part-time appointment with a commensurate adjustment to the percentage appointment.
- (c) To choose the course load described in Year 3 of the applicable part-time appointment on a continuing basis with a commensurate adjustment to the percentage appointment.
- (d) Faculty with fifty percent (50%) appointments as of September 1, 1992, will have the option of continuing at 50 percent and the new course load plan associated with it, or alternatively accepting a course load of 9 credits per semester (60 percent).

ARTICLE 13 - ASSOCIATE DEAN OF ACADEMIC DIVISIONS

13.01 The term of appointment for an Associate Dean shall normally be three (3) years to coincide with the regular faculty appointment period, August 1 to July 31.

13.02 Duties and responsibilities

Reporting to the Dean of Academic Affairs, the Associate Dean shall be responsible for the academic

development of the Division, shall represent the interests of the Division within the College as well as take responsibility for the internal organization and management of the Division.

In particular, the Associate Dean shall:

- (a) Participate in the Programme Advisory Council and its committees (Article 1.08).
- (b) Act as Chairperson of Divisional meetings.
- (c) Maintain effective relationships among the programme areas of the Division and within the College.
- (d) Effectively inform the Division faculty members of the policies and developments of the College.
- (e) Recommend to the Dean of Academic Affairs teaching schedules and staffing needs of the Division and implement College programmes taught by the Division.
- (f) Evaluate Division courses and programmes in consultation with the Divisional faculty, coordinate programme planning within the Division and communicate these matters to the Dean of Academic Affairs and to the appropriate PAC Committees.
- (g) Review periodically the resources of the Division as a whole and recommend budget estimates and requirements in consultation with the Division.
- (h) Coordinate the selection and use of guest lecturers and visiting artists to departments within the Division, and be responsible for developing collaborative visiting artists with other institutions and for applications for outside funding.
- (i) Process and make recommendations to the Dean of Academic Affairs regarding requests by faculty members for travel, leaves of absence, and similar matters.
- (j) Provide consultation to administration, faculty, other educational and ministry officials on a variety of issues appropriate to the Division

such as policy development, facility needs, inter-institutional relationships, etc.

- (k) Advise the Dean of Academic Affairs on the hiring of sessional faculty.
- (l) Meet with individual faculty on a regular basis, to provide feedback and consultation, and to take a constructive role in the faculty evaluation process.
- (m) Provide consultation to students regarding courses, policy interpretation, etc.
- (n) Maintain an active role in professional activities relating to area of responsibility such as through participation in associations and committees external to the College.
- (o) Supervise support staff within the Division.

13.03 Teaching Load

- (a) For the purpose of fulfilling the above duties and responsibilities, the Associate Dean shall be assigned a teaching load of six (6) credits per semester.
- (b) In special circumstances an Associate Dean may teach more or fewer courses in a given year with the mutual agreement of the Dean of Academic Affairs and the Associate Dean.

ARTICLE 14 - ASSOCIATE DEAN VACANCIES

14.01 Associate Dean Appointments Procedure

- (a) When a vacancy occurs for the position of Associate Dean, the President will convene a committee consisting of the Dean of Academic Affairs, an Associate Dean from another Division and two faculty on continuing appointment appointed by the Division with the vacancy.
- (b) This Committee will meet both with the President and with the continuing faculty of the Division to discuss the qualities being sought in candidates for the position of Associate Dean.

- (c) The Committee's task will be to recommend to the President and to the Divisional faculty a candidate for the position. The Division will approve the recommendation by a two-thirds (2/3) majority of faculty on continuing appointment within the Division. The President will agree or disagree with the recommendation.
- (d) If either the President or the Division disagrees with the candidacy the procedure will be repeated.
- (e) An Associate Dean will be appointed for an initial three (3)-year term and may be reappointed for an additional three (3)-year term with the agreement of the President and by a two-thirds (2/3) majority of the faculty on continuing appointment within the Division.
- (f) The Committee will decide whether or not it is appropriate to adopt a formal process of posting the position and calling for applications.

14.02 Posting the Position

If the position is formally posted the Committee will choose from among the following options:

- (a) To post the position within the College but restrict applications to faculty on continuing appointment teaching within the Division.
- (b) To post the position within the College but restrict applications to faculty on continuing appointment teaching within the College.
- (c) To post the position both internally and externally through advertisement (see Article 6.02) and to place no restrictions on the source of applications.

Option (c) requires the prior approval of the President.

14.03 "Outside" Applicants

- (a) Where an applicant outside the body of faculty on continuing appointment is sought, such applicants must also be applying for a teaching position within the Division. A necessary condition for being recommended to the position of Associate

Dean must be a recommendation for hiring as an instructor according to the selection procedures for new faculty outlined in Article 6.

- (b) The Committee appointed to search for an Associate Dean should meet regularly with the Selection Committee for new faculty appointments (new Article 1.09) so that a single candidate having all the appropriate qualities can be recommended.

ARTICLE 15 - RELATIONSHIP BETWEEN ADMINISTRATIVE
APPOINTMENTS AND FACULTY APPOINTMENTS

15.01 Teaching by Administrators

- (a) Administrators have the right to teach at any time if the need exists. Such rights shall not operate to displace a regular faculty member from their normal teaching load.
- (b) When such appointments involve the day time credit programmes, such appointments will normally be filled by such administrators as the President, the Dean of Academic Affairs, or the Curator of the Gallery and will be made in consultation with the appropriate Associate Deans.

15.02 Movement Between Faculty and Administrative
Appointments

- (a) 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.
- (b) If an individual applying for the position of Dean of Academic Affairs or President is not a member of the Faculty Association at the time of application but wishes to become a faculty member at the conclusion of the appointment as Dean of

Academic Affairs or President, such a candidate will be reviewed by a committee to determine the qualifications of the candidate for a teaching position.

- (i) This Committee will consist of the Associate Dean of the Division in which the candidate would normally be expected to teach, two faculty on continuing appointment from that Division and one faculty on continuing appointment from outside the Division, two students and either the Dean of Academic Affairs or the President, depending upon which of those two positions is currently vacant.
- (ii) The Committee will review the resume and all supporting material to determine if the candidate has the appropriate educational background, teaching experience, and level of professional practice to qualify for teaching within the Division applied for. If the candidate for the position of Dean of Academic Affairs or President is an art historian or an academic, at least one of the faculty positions on this Committee will be a faculty member teaching in the Academic Studies Programme of the College.
- (iii) The Committee will make one of two recommendations to the Board: that the candidate is either qualified or is not qualified to teach as a member of faculty on continuing appointment.

ARTICLE 16 - SALARIES

16.01 The Salary Scale for the period of April 1, 1992 to March 31, 1994 shall be listed as Appendix 1.

16.02 Faculty on Continuing Appointment

- (a) The annual salary for full-time faculty shall be divided into twelve (12) equal amounts and paid on a semi-monthly basis. Following deductions of all required and authorized amounts, the College shall provide to each faculty member a semi-monthly cheque for the net amount. Such cheques

shall be made available on the 15th and the last working day of each month.

- (b) The Salary Scale applies to all full time faculty, whether probationary, continuing, sessional or substitute.
- (c) In addition to the annual salary in accordance with the Salary Scale, an Associate Dean shall be paid an annual premium in recognition of additional responsibilities in the following manner:
 - (i) \$5000. in the first year of the appointment.
 - (ii) \$5500. in the second year of the appointment.
 - (iii) \$6000. in the third year (and any subsequent years) of the appointment.
- (d) Initial placement of all faculty members paid in accordance with the Salary Scale shall be determined by the individual's qualifications and breadth of experience.
- (e) All faculty members on continuing appointment employed for a full-time equivalent of fifty percent (50%) or more shall receive an annual step increase on August 1 of each year, subject to the limitation of the Salary Scale set out in Article 16.01.

16.03 Part-time Continuing Faculty

Part-time faculty on probationary or continuing appointment shall be paid on a pro-rata basis in accordance with the above Salary Scale.

16.04 Sessional Appointments

- (a) All Replacement and Sessional Faculty teaching six credits or less will be paid a stipend for each 3 credits taught. The stipend will be based on the hourly rate for Step 3 of the Salary Scale during the 1992-93 academic year and Step 4 of the Salary Scale during the 1993-94 academic year.

The hourly rate includes one and one-third hours of preparation and one hour of instruction, a 10% premium in lieu of benefits and 4% vacation pay.

The course stipend represents an all-inclusive fee for services. The stipend for each three credits of instruction is calculated by using the formula of four hours (three instructional hours plus one hour for student consultation) x fifteen weeks x the hourly instructional rate.

The hourly rate for Step 3 in 1992-93 is \$51.22.
The hourly rate for Step 4 in 1993-94 is \$55.94.

The stipend for 1992-93 is \$3075.
The stipend for 1993-94 is \$3300.

- (b) All Replacement, Visiting and Temporary Faculty teaching 9 credits or more in a given semester shall be paid on a pro-rata basis according to the Salary Scale.

The appointment period will be for either a six month or a twelve month period to facilitate and to recognize full participation in Department, Divisional and College activities as outlined under the responsibilities for continuing faculty in this agreement.

- (c) Extended Temporary Contracts

A faculty member given an Extended Temporary Contract for two or three years will be paid on a pro-rata basis for each course taught according to the Salary Scale.

Each annual appointment period will be for either six months (in the case of teaching annually in only one semester) or for twelve months (in the case of teaching in both semesters) to facilitate and to recognize participation in Department and Divisional activities.

ARTICLE 17 - GENERAL HOLIDAYS

17.01 The following general holidays shall be granted to all faculty teaching in the day-time programme without loss of pay:

New Year's Day	Good Friday
Easter Monday	Victoria Day

Canada Day B.C. Day
Labour Day Thanksgiving Day
Remembrance Day Christmas Day
and Boxing Day.

17.02 Should Easter Monday fall on a day on which the College decides the faculty members shall be on duty, the College shall designate another day as a holiday in lieu of Easter Monday, the date of which shall be at the discretion of the College.

ARTICLE 18 - ANNUAL VACATIONS

18.01 Each full-time faculty member on a continuing appointment is entitled to an annual vacation of two (2) months with pay per year. Equivalent annual vacations shall be granted to part-time faculty members on continuing appointment, as defined in Article 5.01(c), on a pro-rata basis with regard to pay.

18.02 The annual vacation shall normally be taken between June 15th and August 15th of each year. Flexibility within this time period may be negotiated with the appropriate Associate Dean and the Dean of Academic Affairs.

18.03 Each faculty member who does not qualify as a full-time or part-time faculty member on a continuing appointment, shall receive four (4%) percent of total wages earned during the duration of the faculty member's individual employment contract with the College in lieu of paid annual vacation. [See 16.04(a)]

18.04 Annual Vacation for Associate Dean

(a) Notwithstanding Article 18.01 and 18.02, an Associate Dean is responsible for the Division during the period from mid-May to mid-August with regard to hiring sessional faculty, budget and other matters pertaining to the Division that may arise in preparation for the new academic year.

(b) During this period from mid-May to mid-August, the Associate Dean will not normally be required to be at the College on College business for more than fifteen (15) working days. However, the Dean of Academic Affairs and the Associate Dean can agree on more or fewer days depending on the professional circumstances of the Associate Dean

on the one hand and the special needs of the Division on the other.

- (c) The College will be cognizant of the Associate Dean's need for both holiday and professional development time and each Associate Dean will be cognizant of the need to allow time for appropriate consultation and forward planning. Each Associate Dean will make time available to be at the College on business pertaining to the Division by making arrangements with the Dean of Academic Affairs prior to and during the summer for time which will be allocated to holidays, professional development and College business.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Professional Development Leave

- (a) Between end of May and end of August of each year, every full-time and part-time faculty member on a continuing appointment is entitled to one (1) month's leave for professional development which will be of mutual benefit to the faculty member and the College.
- (b) Evidence of the professional development project(s) undertaken during the leave period shall be submitted by the individual faculty member to the Professional Development Committee by October 15th following. Such submissions are to meet the guidelines for clarity and specificity laid down by the said Committee on or before September 10, 1982.
- (c) Where the Professional Development Committee is not satisfied that the individual's professional development project was beneficial to the College 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 and the President, in turn, may determine that the College withhold one (1) month's salary from the faculty member concerned.
- (d) In addition to the summer professional development leave, full-time and part-time faculty on continuing appointments may accept

short-term visiting workshops or lectureships at other educational institutions, either independently or on an exchange basis, provided that same do not interfere with their obligations under this Agreement and provided further that approval is given by the appropriate Associate Dean, the Dean of Academic Affairs, and the President. The College representative shall determine whether such leaves shall be granted with or without pay.

19.02 Educational and Sabbatical Leaves

(a) General Conditions

- (i) Educational and Sabbatical leaves and paid leaves of absence are subject to the conditions outlined hereunder to enable a full-time faculty member or a part-time faculty member on continuing appointment who meet the conditions hereunder to be freed from their normal workload and responsibilities, while being provided with sufficient financial resources to pursue educational or personal development by means of approved study or research which is recognized as beneficial to the College.
- (ii) Educational and Sabbatical leaves may be used for:
 - (a) studio work related to professional development as an artist or designer, preparation for exhibitions;
 - (a) scholarly research and/or critical writing;
 - (c) studying, in depth, comparative systems and methods at different educational institutions;
 - (d) studies in pursuit of activities relevant to the College curriculum;
 - (e) studying new technological developments, related to the instructional or administrative role of the applicant;
 - (f) other activities considered to be mutually beneficial to the College community and to the applicant.
- (iii) Discretion to grant such leave lies with the College which shall make every reasonable effort to grant appropriate requests. Operational requirements, budgetary priorities, and financial constraints, in addition to the welfare of the College and the professional competence of the

applicant, are among the prime considerations for approval.

- (iv) (a) Faculty granted sabbatical leave shall be paid the equivalent of eighty (80%) percent of their normal salary payable to them during the approved duration of the leave. Health and welfare benefit payments and other statutory contributions made on behalf of the employee shall be maintained by the College throughout the approved leave of absence.
- (b) Faculty granted educational leave shall be paid the equivalent of seventy five (75%) percent of their normal salary payable to them during the approved duration of the leave. Health and welfare benefit payments and other statutory contributions made on behalf of the employee shall be maintained by the College throughout the approved leave of absence.
- (v) A successful applicant may receive bursaries, grants, scholarships, salaries, etc., which supplement financial resources, all of which combined shall not exceed the salary which otherwise would be paid by the College for employment during that period. The maximum paid by the College for such leave shall be determined by subtracting the amount of non-College remuneration from the regular amount previously mentioned.
- (vi) Travelling expenses received by a successful applicant under the terms of any scholarship or grant will not affect the salary.
- (vii) Time spent on educational or sabbatical leave of absence shall count as time worked at the College for purposes of determining salary increment advances.
- (viii) In any case, no faculty member on continuing appointment shall be granted a cumulative total of educational and sabbatical leaves in excess of thirty-six (36) months during the entire period of employment with the College, effective April 1, 1988.

(b) Educational Leave

- (i) Educational leave shall be defined as a leave of not less than eleven (11) days and not greater than four months in duration.
- (ii) No continuing faculty member shall be eligible to apply for such leave unless they have been employed by the College for the equivalent of two (2) continuous years at the time of the request.
- (iii) Normally, a written request outlining the purpose for and the duration of the proposed leave shall be made to the President at least two (2) months prior to the proposed commencement date. The applicant shall receive a reply from the President at least one (1) month prior to such commencement date, following review of the application by the Committee on Educational Leave. Exceptions may be granted under extenuating circumstances.
- (iv) Within one (1) month of returning to the College from an approved educational leave, the faculty member shall submit to the Committee on Educational Leave satisfactory written evidence of having carried out the purpose(s) for which the leave was granted. In the event of failing to do so, the faculty member shall, on written request from the President, immediately refund any amount paid by the College during the approved leave of absence.
- (v) Should the faculty member fail to remain in the employment of the College for at least one (1) year immediately following return from such leave, the faculty member shall forthwith refund to the College the amount of salary paid during the leave.

(c) Sabbatical Leaves

- (i) Sabbatical leaves shall be awarded in two forms, either as a six (6) month (one semester) sabbatical or as a twelve (12) month (two semester) sabbatical.

- (ii) The College may award annually up to thirty-six (36) months of sabbatical leaves either as six (6) month or twelve (12) month sabbaticals or combinations thereof.
- (iii) In the third (3rd) year of the Agreement (1991-1992) and in subsequent years, the College may award annually up to forty-two (42) months of sabbatical leaves.

Short term may be July 1 to December 31 or December 31 to June 30;

Long term may be January 1 to December 31 or July 1 to June 30.

- (iv) A faculty member on continuing appointment employed on a full-time basis or on a part-time basis equivalent to fifty (50%) percent or more of a full-time workload shall be eligible for such a leave only after completing six (6) years of continuous employment with the College. Following completion of such leave, the faculty member shall be eligible for another long-term sabbatical leave of absence after completion of an additional six (6) years of continuous employment with the College; or shall be eligible for a short-term sabbatical leave after completion of an additional three (3) years.
- (v) The eligibility periods for sabbatical leaves are the same for full-time and part-time faculty on continuous appointment.
- (vi) Normally, a written request outlining the purpose for and the duration of the proposed leave shall be made to the President at least four (4) months prior to the proposed commencement date. The applicant shall receive a reply from the President at least two (2) months prior to such commencement date, following review of the application by the Committee on Educational Leave.
- (vii) Within two (2) months of returning to the College from such an approved leave, the faculty member shall submit to the Committee on Educational Leave satisfactory written evidence of having carried out the

purpose(s) for which the leave was granted.
In the event of failing to do so, the faculty member shall, on written request from the President, immediately refund any amount paid by the College during the approved leave of absence.

- (viii) Should the faculty member fail to remain in the employment of the College for at least one (1) year immediately following returning from such leave, the faculty member shall refund to the College the amount of salary paid during this leave less any amount pro-rated to two (2) years for the time served subsequent to the leave. No such refund will be required from the faculty member if asked to withdraw by the College.

19.03 General Leave Without Pay

- (a) Leave without pay may be granted to faculty members on continuing appointment at the discretion of the President. Applications are to be made to the Dean of Academic Affairs. Such leave shall not be withheld unreasonably.
- (b) When out-of-College employment is the reason for the leave, and provided that such leave is in the interest of the College, a faculty member may:
 - (i) apply to the President, and if granted such leave, have pay deducted on a per diem basis;
 - (ii) all leaves of absence for out-of-College employment must be followed by a written report from the faculty member to the Associate Dean and to the Dean of Academic Affairs.

19.04 General Leave With Pay

- (a) Leaves 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.
 - (i) Up to a maximum of five (5) working days upon a death in the immediate family of the faculty member or his spouse. Immediate family includes spouse, parent-in-law,

common-law spouse, parent, child, brother, sister, grandparent or grandchild. The President may grant additional leave in extenuating circumstances.

- (ii) One-half (1/2) day to attend a funeral as a pallbearer.
- (iii) When summonsed or subpoenaed as a juror or witness in any proceedings under any federal or provincial statute, provided that the faculty member shall pay to the College any monies received by him for such duty.

19.05 Maternity Leave

- (a) A pregnant full-time or part-time faculty member on continuing appointment 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 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.
- (b) The faculty member shall provide the College with as much notice as possible to facilitate arrangements for hiring a replacement faculty member.
- (c) Provided the College 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.
- (d) During the first six (6) months of approved maternity leave, the College 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 College.

- (e) 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.
- (f) 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 College is given reasonable notice of her intention to do so.
- (g) 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 to which she is entitled.
- (h) Faculty members who incur pregnancy-related sicknesses but who are not on approved maternity leave shall be entitled to this sick leave, in accordance with Article 20 of this agreement, provided the College is given reasonable notice of the faculty member's intention to use her sick leave entitlement in this regard.
- (i) The College takes the responsibility of informing faculty members of benefits available to them through the Unemployment Insurance Commission.

19.06 Parenthood and Adoption Leave

- (a) 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, a faculty member on continuing appointment may be granted an unpaid parenthood or adoption leave for a period not in excess of one College semester and intervening intercession period(s).
- (b) The purpose of this leave is to enable a faculty member on continuing appointment to attend to the care of their child, and/or to attend to the adoption of a child.

- (c) During the approved period of leave, the College shall continue to provide to that faculty member all health and welfare insurance coverage provided for in this Agreement.
- (d) On return from such leave, the faculty member shall be placed in former position or in a position of comparable rank and pay and shall be entitled to all increments in wages and benefits to which they would have been entitled, had such leave not been taken.

ARTICLE 20 - SICK LEAVE

- 20.01 All full-time faculty members (including probationary, continuing appointment, substitute, and sessional faculty members who work the equivalent of a full-time work load as outlined in Article 12.02 on a continuing weekly basis) shall earn sick leave credits at the rate of one and one-half (1-1/2) days for each month worked.
- 20.02 All part-time and other faculty members (including probationary, continuing appointment, substitute and sessional faculty members) shall earn sick leave credits on a pro-rated basis in accordance with the above formula. For purposes of clarification, a part-time faculty member whose work load, on a continuing basis, is equivalent to forty (40%) percent of a full-time work load or more, as outlined in Article 12.01, shall be credited with six-tenths (.6) of one (1) day sick leave for each month worked.
- 20.03 No faculty member shall continue to earn sick leave credits while on an unpaid leave of absence, maternity leave, sick leave, and no faculty member shall receive sick leave pay while on an unpaid leave of absence, formal maternity leave or lay off.
- 20.04 Full-time and part-time faculty on continuing appointment on staff as of March 31, 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 in lieu of maternity leave and the College shall not pay out accumulated sick leave to a faculty member upon termination, resignation, retirement or discharge.
- 20.05 Full-time and part-time faculty members on continuing appointment appointed to the College's staff on April

1, 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 in lieu of maternity leave and the College shall not pay out accumulated sick leave to a faculty member upon termination, resignation, retirement or discharge.

20.06 Full-time and part-time faculty members on continuing appointment shall be covered for one hundred (100%) percent of their regular salary for the first three (3) months of their accumulated sick leave credits for any one continuous absence.

20.07 Should a full-time or part-time faculty member on continuing appointment recommence employment with the College within two (2) years after resigning or being terminated, accumulated sick leave credits as of the date of the cessation of employment will be restored provided that an offer of contract from the College has not been refused during that period. This provision does not apply to those faculty members who have been discharged for cause.

20.08 Any faculty member who is absent because of sickness for five (5) or more consecutive working days may be required by the College 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.

20.09 When a faculty member is absent due to injury covered by the Workers' Compensation Act, the Workers' Compensation benefit shall be paid directly to that faculty member. In addition, the College shall pay the difference between the benefit and the regular salary for the time permitted by the faculty member's then current accumulation of sick leave day credits.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

21.01 Basic Medical and Extended Health Insurance

- (a) The College shall pay one hundred (100%) percent of the monthly premiums for the Medical Services Plan of British Columbia and one hundred (100%)

percent of the monthly premiums for an Extended Health Insurance Plan for all full-time and part-time faculty on continuing appointment and probationary faculty (as defined in Article 5.01) and their dependents only.

- (b) In any academic year, all sessional faculty who have taught during the fall semester and whose appointment is for 9 credits or more in the full-time programme shall be placed on the Basic Medical Insurance Plan and Extended Health Plan as of January 1 if their appointment extends into the spring semester and their course load continues at 9 credits or more.

Similarly, all sessional faculty who have taught during the spring semester a course load of 9 credits or more and are rehired for the following fall semester at the same or greater course load shall be placed on the Basic Medical Insurance Plan and Extended Health Plan as of July 1.

The College will pay one hundred percent (100%) of such premiums

The coverage will continue into any subsequent semesters where employment is continuous and the course load is 9 credits or more.

- (c) For sessional Faculty on an Extended Sessional Contract who are teaching in both semesters of a given academic year, the College will pay the premium for Basic Medical and 50% of the Extended Health Insurance premium from the commencement of their contract, subject to any eligibility restrictions.

For Sessional Faculty on an Extended Sessional Contract who are teaching in only one of two semesters in a given academic year, the College will pay the premium for the Basic Medical Insurance Plan from the commencement of their contract, subject to any eligibility period.

21.02 Optical Care Insurance

The College shall arrange and pay for Optical Care Insurance for all full-time and part-time faculty on continuing appointment (including probationary) and sessional faculty under the same terms and conditions

as those specified in Article 21.01 pertaining to basic Medical and Extended Health Insurance.

21.03 Dental Plan

- (a) The College shall arrange and pay for a Dental Plan for all full-time and part-time faculty on continuing appointment, including probationary, (as defined in Article 5.01) and their dependents, which Plan shall provide the following Coverage:

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

- (b) A 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.
- (c) Any sessional faculty member teaching 9 credits or more and who is eligible for the Basic Medical and Extended Health plans as outlined in 21.01 will be also covered by Dental Plan A as described in 21.03 (a).

21.05 Long-Term Disability Plan Coverage

- (a) All full-time and part-time faculty on continuing appointment, including probationary, who have been actively employed for a period in excess of three (3) months shall participate in the salary indemnity plan.
- (b) Salary Indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:
 - Amount of benefit - 60% of basic monthly rate of earnings with a maximum of \$3,000.
 - Benefit effective - following 3 months continuous absence due to sickness or injury.
- (c) The premium cost of salary indemnity coverage shall be borne entirely by the faculty member and shall be paid by means of payroll deductions.

21.06 Group Life Insurance

(a) Full-Time and Part-Time Faculty On Continuing Appointment

(i) The College shall arrange and pay for a Group Life Insurance Plan for all full-time and part-time faculty on continuing appointment, including probationary, (as defined in Article 5.02) 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.

(b) Sessional Faculty

Sessional Faculty teaching 9 credits or more and who are eligible for Health and Welfare Benefits as described in Article 21.01 shall be offered a \$25,000 life insurance coverage, premiums to be paid by the College.

21.07 Benefit Coverage

(a) 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.

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

(c) Duty to Provide Information

The College and the Faculty Association will make every effort to provide promptly any information regarding the benefit plans to any faculty member requesting the information.

The College shall arrange with the Insurers to notify automatically the Faculty Association and the College when any change is made in the limits or substance of the policy contracts.

(d) College's Liability Limit

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

(e) Leave of Absence

(i) 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.

(ii) 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 one hundred (100%) percent of the premiums for those coverages during such leave, paid in advance before the leave commences.

(f) Eligibility - Protection

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

21.08 Health and Safety

- (a) 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, the faculty are obligated to fully comply with any and all reasonable rules of conduct established by the College.
- (b) The College and Faculty Association agree to maintain a Health and Safety Committee to be composed of at least one (1) representative each from the Faculty, the Administration, the Support Staff, and invite representation from the student body. The Faculty Association agrees to support the College in obtaining representatives to serve on the Committee.
- (c) 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.

- (d) 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 College President or to the College 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.
- (e) Provided the faculty member reports the injury or accident or the unsafe, hazardous or unsanitary condition in accordance with (d) 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 College 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.

21.09 Protective Gear

- (a) The College shall reimburse faculty authorized by the President 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 22 - B.C. COLLEGE PENSION PLAN

22.01 Full-Time on Continuing Appointment

- (a) All full-time faculty on continuing appointment must participate in the Superannuation Plan, as required by the College Pension Act. The College will contribute to the cost of such coverage to

the extent provided for in the College Pension Act.

- (b) Full-time faculty on continuing appointment who do not wish to participate in the Superannuation Plan may apply for an exemption as provided for in the College Pension Act.

22.02 Part-time on Continuing Appointment

In accordance with the legislation, part-time faculty on continuing appointment must first apply to the College for approval to participate in the College Pension Plan. Following such approval, the part-time faculty member on continuing appointment is entitled to participate on the same basis as a full-time faculty member on continuing appointment.

22.03 Other Faculty

Sessional Faculty are eligible to participate in the British Columbia College Pension Plan during their period of employment with the College.

ARTICLE 23 - DEATH BENEFIT

- 23.01 In the event of the death of a full-time or part-time faculty on continuing appointment with at least one (1) year of service, the College shall pay to the widow or widower (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 College.

ARTICLE 24 - UNEMPLOYMENT INSURANCE

- 24.01 Faculty shall be covered for unemployment insurance in so far as the statutes permit.

ARTICLE 25 - CANADA PENSION PLAN

- 25.01 All faculty shall participate in and contribute to the Canada Pension Plan in accordance with the applicable legislation. The College will contribute to the plan for each faculty member, to the extent provided for in the applicable legislation.

ARTICLE 26 - SUSPENSIONS AND DISMISSALS (See appendices III & IV)

26.01 (a) The College President has the right to suspend a faculty member without pay for just and reasonable cause, and the College Board has the right to terminate a faculty member for just and reasonable cause. Where deemed necessary, the President may suspend a faculty member with pay for no longer than ten (10) working days while investigating whether such a disciplinary penalty is warranted.

(b) Prior to placing a faculty member on unpaid suspension or terminating him or her the President or delegate shall provide the faculty member and the President of the Faculty Association with written reasons for the disciplinary action to be taken. The President and/or delegate has the sole discretion to delay the actual implementation of the unpaid suspension or termination pending the completion of the mediation/arbitration procedure provided for in Article 26.03 herein.

(c) As an alternative procedure to Article 28, the Parties agree to incorporate the expedited procedure outlined in Section 112 of the Labour Code as follows:

Where a difference arises between the Parties relating to the discipline, suspension or dismissal of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Stephen Kelleher, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of this request; and, for those five (5) days from the date, time does not run in respect of the grievance procedure.

Any election by the Faculty Association to use this expedited procedure must be made in writing to the College President within ten (10) working

days from the date on which the College President provides written reasons under (b) above.

- (d) Grievances filed under (c) above shall be referred to Stephen Kelleher, or his substitute, as mediator/arbitrator, on an expedited basis, unless the Faculty Association and the College mutually agree within three (3) working days of the receipt of the written grievance to first refer it to the Internal Mediation Committee or, alternatively, to process the grievance through the standard arbitration procedure as provided for in Article 28.

26.02 Internal Mediation Committee

- (a) Should the parties mutually agree to refer the grievance to the Internal Mediation Committee, then each party shall name its two nominees to the Committee within three (3) working days of the agreement to invoke this provision. The Committee shall forthwith bring the parties together and shall actively pursue possible compromises without jeopardizing the rights of any parties under this agreement.
- (b) The individual grievor shall be accompanied by a Union representative when putting forward his/her argument to the Mediation Committee. The Committee shall state its findings and recommendations to the parties in writing and shall include the positions of the majority and minority, where applicable.
- (c) The Mediation Committee shall have fourteen (14) calendar days from the date on which the parties agree to invoke this procedure, in which to conduct its investigation and submit its written findings and recommendations. The Committee's report shall not be binding on either party to the grievance and must be accepted or rejected by each party within three (3) working days of the receipt of the report. Failure by the Committee to submit its report within the time deadline stipulated herein, unless extended by mutual agreement of the College and the Faculty Association, shall result in the automatic termination of the Committee's mandate as of that date.

26.03 Mediation/Arbitration Process

- (a) Should the grievance be referred to Mr. Kelleher, or his substitute, for an expedited mediation/arbitration under Article 26.01 (D), hereafter referred to as the Expedited Process, either before or following the intervention of the Mediation Committee, then the Faculty Association President or his/her delegate and the College President or his/her delegate shall forthwith contact Mr. Kelleher, or his substitute, to establish a date(s) for the hearing. It is understood and agreed that both parties shall take all reasonable steps to expedite the date for the hearing including, where necessary, making themselves and all relevant witnesses available for evening and weekend hearings.
- (b) It is further understood and agreed to by the parties that the invocation of the Expedited Process is in lieu of the formal arbitration procedure under Section 28 of the agreement and is not in addition thereto. Any fees and expenses for the Expedited Process not picked up by the Minister of Labour shall be divided equally between the College and the Faculty Association.
- (c) Both parties shall voluntarily attorn to Mr. Kelleher's, or his substitute's, efforts to informally mediate the grievance without need for a formal hearing, should Mr. Kelleher, or his substitute, choose to do so.
- (d) Such Expedited Process hearings shall take place in the College's board room, provided it is available, unless either party objects to this venue, the time and the date(s) for the hearing are to be arranged with Mr. Kelleher or his substitute.
- (e) Mr. Kelleher, or his substitute, shall be given the choice of:
 - (i) mediating a resolution;
 - or
 - (ii) reserving his decision and rendering a brief written decision within fifteen (15) working days of the conclusion of the hearing

In either case, Mr. Kelleher's or his substitute's decision will not serve as a precedent or be referred to by either party in subsequent proceedings before either Mr. Kelleher, (or his substitute) or a formal arbitration board. If he considers it appropriate Mr. Kelleher, or his substitute, may recommend that the particular dispute should be determined by the arbitration procedure in Article 28.

- (f) Any recommendations pursuant to (e) will be binding on both parties unless they mutually agree otherwise.
- (g) Provided reasonable advance notice is given to the other party, either party may elect in advance to retain legal counsel to represent that party at the Expedited Process before Mr. Kelleher, or his substitute. At any stage after mediating commences, either party may elect to bring in legal counsel at that juncture. Any disagreement between the parties regarding the parties' right to introduce legal counsel during the proceedings will be conclusively adjudicated by Mr. Kelleher, or his substitute.

26.04 Legislative Change

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

ARTICLE 27 - GRIEVANCE PROCEDURE

27.01 The College 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.

27.02A grievance shall be initiated by way of an informal consultation between the individual Grievor and the appropriate Associate Dean within five (5) working days after 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 event giving rise to the grievance.

(a) Stage One: Should the Grievor not receive a satisfactory response from the appropriate Associate Dean, such response must first be approved by the Dean of Academic Affairs, within five (5) working days after the initial consultation referred to above, the Faculty Association, on behalf of the Grievor, may submit a written grievance to the Dean of Academic Affairs citing therein the factual background of the grievance, the provisions(s) of the Agreement involved, and the remedy sought. The Grievor and/or the designated executive member of the Faculty Association shall attempt to settle the matter with the Dean of Academic Affairs, or designate. A written reply shall be given to the Grievor and to the Faculty Association by the Dean of Academic Affairs within five (5) working days of receipt of the written grievance.

(b) Stage Two: Within five (5) working days from the date of the written response by the Dean of Academic Affairs the grievance may be referred by the Faculty Association to the President who shall then attempt to resolve the matter. Such reference shall be accompanied by the Grievor's written statement, outlining the factual background of the grievance.

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

(c) Stage Three: Within five (5) working days from the date of the President's written response, the Faculty Association representatives may advise the President in writing that it 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.

27.03 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.

27.04 Optional Grievance Procedure -- Investigator/Mediator

As an optional procedure to the grievance and arbitration process outlined in Article 27.02 to 27.03, both parties may agree to an Investigator/Mediator Procedure as outlined below:

(a) 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 appoint the person named hereunder as Investigator, or a substitute agreed to by the parties, to

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) 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.

(b) Choice of Mediator/Investigator

One of the following persons will be recognized as the Investigator for the purposes of this procedure: Doulton Larson, Steve Kelleher or Bruce McCall.

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

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

(c) Option Choice and Timing

Either party may choose to implement the investigation procedure, after all steps of the grievance procedure and before arbitration.

The party wishing to use the investigation 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.

The party receiving the notification may refuse to accept the investigator procedure, in which case, the provisions of Article 27.02 (c) are then applicable and the time limit contained therein begins to run from the date of the refusal decision being delivered in writing. No reasons for refusal need be given.

(d) Binding Recommendations

While the investigator 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 28 - ARBITRATION PROCEDURE

28.01 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.

28.02 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.

28.03 The Parties shall jointly bear the costs of the Chairperson. Each party shall bear the expenses and cost of its witnesses, counsel and nominee.

28.04 Notwithstanding the above, the College and Faculty Association may mutually agree to refer the grievance to a single Arbitrator whose decision shall be final and binding. Article 28.03 applies to such reference where the context permits.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Definition

For purposes of this Agreement the term "technological change" shall be understood to mean College 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 faculty on continuing appointment 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" of faculty members.

29.02 Notice

When the College intends to introduce a technological change:

- (a) the College 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;
- (b) the foregoing notwithstanding, the College 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 faculty on continuing appointment.

29.03 Data to be Provided

The notice mentioned in Article 29.02 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the College proposes to effect the change;

- (c) the approximate number, type and location of faculty on continuing appointment likely to be affected by the change;
- (d) the effects the change may be expected to have on their working conditions and terms of employment;
- (e) all other pertinent data relating to the anticipated effects on faculty on continuing appointment.

29.04 The notice mentioned in Article 29.02 and information mentioned in Article 29.03 shall also be given to the faculty on continuing appointment.

29.05 Consultations

Where the College 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 College to protect the faculty on continuing appointment from any adverse effects. The College and Faculty Association agree to bargain in good faith on all aspects of the intended change.

29.06 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.

29.07 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 College of its intention of introduction of a technological change, and various matters, including compensation in the event of reduction, remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

29.08 Effect of Dispute Resolution on Introduction of Technological Change

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

29.09 Reduction in Number of Faculty on Continuing Appointment as a Result of Technological Change

In the event of a reduction in the number of faculty on continuing appointment as a consequence of technological change, such reduction shall be governed by the reduction sequence provisions of this Agreement contained in Article 8.02.

29.10 Relocation or Reassignment

A faculty member cannot be relocated or reassigned within the College as a result of technological change without the written consent of the faculty member.

29.11 Notice of Severance Pay

- (a) Should a faculty member on continuing appointment not be relocated, reassigned, or retrained, advance notice of termination shall be given, the length of such notice for such faculty who have less than six (6) years of continuous employment with the College will be given six (6) months advance notice of the date of their termination; less than eight (8) years of continuous employment with the College and more than six (6) years will be given eight (8) months notice of the date of termination and more than eight (8) years of continuous employment with the College will be given nine (9) months notice of their termination date.
- (b) Where the College fails to give the required notice of termination to an eligible faculty member under Article 29.11(a), 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 30 - BUDGETS AND FINANCIAL INFORMATION

30.01 Division Budgets and Capital Budgets shall be developed with the aid of proposals and consultation from the faculty members on continuing appointment in that division.

30.02 Associate Deans shall be responsible for seeking such input from faculty members on continuing appointment within their respective Divisions, prior to the Division Budgets being submitted to the College Vice President, Finance and Administrative Services.

30.03 The College 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.

30.04 Without limiting the generality of the foregoing, the College 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 31 - RELATIONSHIP OF FACULTY
ASSOCIATION WITH COLLEGE BOARD

31.01A faculty representative shall be invited as a participating observer at open meetings of the College Board.

ARTICLE 32 - GALLERY SHOW

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

ARTICLE 33 - RULES OF INTERPRETATION FOR THIS AGREEMENT

33.01 All clauses relating to paid general holidays, vacation entitlement, health and welfare benefits (including life insurance and salary indemnity plans), paid sick leave, leaves of absence with pay, leaves of absence without pay, and technological change apply to full-time and part-time faculty on continuing appointment only, unless there is express reference to other categories of faculty in the relevant clauses, in which case those faculty so referred to shall also be provided with those benefits in accordance with the terms and conditions expressly outlined therein.

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

33.03 In this Agreement, unless the context otherwise requires, words importing a male person shall include a female person, and words used in the singular shall be

construed as meaning the plural if the facts or context so require.

ARTICLE 34 - GENERAL PROVISIONS

- 34.01The College shall provide to all faculty members bound by this Agreement a copy of any Notice affecting their employment.
- 34.02The College shall provide to the President of the Faculty Association or designate, copies of the agenda for the College Board meetings, the approved minutes of such meetings, and any other public information requested.
- 34.03The College shall annually provide to the Faculty Association a nominal roll of faculty members on continuing appointment for each school year and for each semester.
- 34.04Subject to priority use for educational purposes, the Faculty Association shall have the right to use College facilities for meetings.
- 34.05The College and the Faculty Association agree to share equally the cost of the production and distribution of copies of their Collective Agreement so that all faculty covered by the Agreement, administration and Board members will have the most up-to-date copy.

ARTICLE 35 - SAVING CLAUSE

- 35.01In 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 36 - TERM AND DURATION

- 36.01This Agreement shall become effective on the 1st day of April, 1992, and shall continue in full force and effect until the 31st day of March, 1994, and from year to year thereafter unless on or before the 1st day of January, 1994, either party gives to the other written notice of its desire to alter or amend same.

36.02 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:

- (a) the Faculty Association commences a lawful strike; or
- (b) the College commences a lawful lockout; or
- (c) the parties enter into a new or amended Agreement.

36.03 There is agreement that any wage increase agreed to for the term of this Agreement would be made retroactive to April 1 of the current contract year.

ARTICLE 37 STRIKE AT COLLEGE PREMISES

- (a) An employee's refusal to cross a legal picket line at any College premises shall not be considered a violation of this Agreement nor in itself constitute grounds for suspension, dismissal or warning of unsatisfactory service.
- (b) The withholding of pay from faculty for services not performed because of picket lines is understood not to constitute disciplinary action by the College as described in 37 (a).

APPENDIX I

The faculty salary scale for the period of April 1, 1992 to March 31, 1993 shall be as follows:

STEP	92-93
2	33,218
3	35,019
4	36,825
5	38,627
6	40,431
7	42,232
8	44,037
9	45,840
10	47,643
11	49,447
12	51,249
13	52,786
14	54,370
15	56,001
16	57,680

APPENDIX II

The faculty salary scale for the period of April 1, 1993 to March 31, 1994 shall be as follows:

STEP	93-94
2	33,883
3	35,719
4	37,562
5	39,400
6	41,239
7	43,077
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

IN WITNESS WHEREOF the parties hereto have executed this agreement this 4th day of June 1992, at the City of Vancouver, in the Province of British Columbia.

Signed on behalf of the Negotiating Committees for:

THE EMILY CARR COLLEGE OF ART
AND DESIGN

THE EMILY CARR COLLEGE OF ART
AND DESIGN FACULTY ASSOCIATION

PER: _____
Alan Barkley
President, ECCAD

PER: _____
David MacWilliam
ECCAD Faculty

PER: _____
Maurice Yacowar
Dean of Academic Affairs

PER: _____
Gary Lee-Nova
ECCAD Faculty

PER: _____
Marian Bancroft
ECCAD Faculty

Signed on behalf of:

THE EMILY CARR COLLEGE OF ART
AND DESIGN

THE EMILY CARR COLLEGE OF ART
AND DESIGN FACULTY ASSOCIATION

PER: _____
Donald M. Shumka
Chairman
Board of Trustees

PER: _____
Paul Hess
President
Faculty Association

