



COLLECTIVE AGREEMENT

BETWEEN

KWANTLEN COLLEGE

AND KWANTLEN COLLEGE FACULTY ASSOCIATION

APRIL 1, 1993 - MARCH 31, 1995

KWANTLEN COLLEGE
FACULTY ASSOCIATION

TABLE OF CONTENTS

		PAGE
<i>ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS</i>		
1.01	Parties to Agreement	1
1.02	Term of Agreement	1
1.03	Precedence of Agreement	1
1.04	Definitions	1
1.05	No Other Agreements	4
<i>ARTICLE 2 - MANAGEMENT RIGHTS</i>		
2.01	Management Rights	5
2.02	Contracting Out	5
2.03	Assignment of Other Duties	5
<i>ARTICLE 3 - KCFA RECOGNITION, RIGHTS AND SECURITY</i>		
3.01	KCFA as Exclusive Bargaining Agent	5
3.02	Maintenance of Membership	6
3.03	Membership of New Faculty	6
3.04	Dues Deduction	6
3.05	Amount of Dues and Fees	6
3.06	Membership and Dues Authorization Forms	6
3.07	Assessments	6
3.08	Copies of Agreement	6
3.09	Faculty Association Business	7
3.10	Picket Lines	7
3.11	Faculty Association Leave	8
<i>ARTICLE 4 - SEARCH PROCEDURES</i>		
4.01	Written Contracts	8
4.02	Search for Regular and Temporary Faculty	9
4.03	Faculty Overload	10
4.04	Search for Contract Faculty	10
4.05	Conveners and Program Coordinators	11
4.06	Probationary Period	12
4.07	Probationary Period - Contract Faculty	13
4.08	Trial Period	13
4.09	Search for Academic Administrators	14
4.10	Administrators Moving into Faculty Positions	14
<i>ARTICLE 5 - TERMINATION OF CONTRACTS</i>		15
<i>ARTICLE 6 - TECHNOLOGICAL CHANGE</i>		
6.01	Definition	16
6.02	Notice	16
6.03	Data to be Provided	16
6.04	Notice to Employees Affected	17
6.05	Consultation	17
6.06	Resulting Agreements	17

6.07	Grievances Pertaining to Technological Change	17
6.08	Effect of Dispute Resolution on Introduction of Technological Change	17
6.09	Reduction in Number of Regular Faculty as a Result of Technological Change	17
<i>ARTICLE 7 - LAY OFF AND RECALL</i>		18
<i>ARTICLE 8 - SALARIES - FULL-TIME REGULAR FACULTY</i>		20
<i>ARTICLE 9 - SALARIES - CONTRACT FACULTY</i>		22
<i>ARTICLE 10 - OTHER SALARY PROVISIONS</i>		
10.01	Guided Study Course Contracts	22
<i>ARTICLE 11 - WORKING CONDITIONS</i>		
11.01	Vacation	23
11.02	Normal Duties	23
11.03	Contact Hours	24
11.04	Counsellors and Librarians	25
11.05	Student Interview Hours	25
11.06	Course Preparations	25
11.07	Travel	25
11.08	Office Space	26
11.09	General Holidays	26
11.10	Professional Membership Dues and Fees	27
11.11	Cross College meeting Times	27
<i>ARTICLE 12 - LEAVE OF ABSENCE</i>		
12.01	Bereavement Leave	27
12.02	Jury Duty and Court Appearance	27
12.03	Leave of Absence Without Pay	28
12.04	Leave of Absence Without Pay - Contract Faculty	28
12.05	Maternity and Adoption Leave	29
12.06	Political Leave of Absence	29
12.07	Secondment/Exchange Leave	30
<i>ARTICLE 13 - EDUCATIONAL LEAVE</i>		30
<i>ARTICLE 14 - HEALTH AND WELFARE</i>		
14.01	Medical Coverage	33
14.02	Group Life Insurance	34
14.03	Dental Plan	34
14.04	Short-Term Illness Plan	34
14.05	Long-Term Disability Insurance	35
14.06	Sick Leave - Contract Faculty	35
14.07	College Pension Act	35
14.08	Required Deductions	35

<i>ARTICLE 15 - PROFESSIONAL DEVELOPMENT</i>		36
<i>ARTICLE 16 - DISPUTE RESOLUTION</i>		
16.01	Interpretation	38
16.02	Grievance Procedure	38
16.03	Arbitration	39
16.04	Remediation	40
16.05	Discipline, Suspension and Dismissal	41
16.06	Expedited Mediation Arbitration	41
16.07	Probationary Terminations	42
16.08	Changes in Agreement	43
<i>ARTICLE 17 - MISCELLANEOUS PROVISIONS</i>		
17.01	Personnel Policies	43
17.02	Copyright	43
17.03	Budget	43
17.04	Open Meetings	44
17.05	Indemnity: Liability Insurance	44
17.06	Conflict of Interest	44
<i>ARTICLE 18 - EVALUATION</i>		
18.01	Evaluation	44
<i>ARTICLE 19 - HEALTH AND SAFETY</i>		45
<i>ARTICLE 20 - EARLY RETIREMENT PLAN</i>		
20.01	Early Retirement Incentive	45
20.02	Eligibility	45
20.03	Selection Criteria	46
20.04	Application and Agreement	46
20.05	Early Retirement Incentive and Lay Off and Recall	46
20.06	Incentive Alternatives and Method of Incentive Payment	47
20.07	Protection of Medical Benefit Coverage	47
20.08	Financial Counselling	48
<i>ARTICLE 21 - HARASSMENT</i>		
21.01	No Discrimination	48
21.02	Sexual Harassment	49
21.03	Personal Harassment	50
21.04	Process	50
<i>ARTICLE 22 - WORKLOADS</i>		51
<i>ALPHABETICAL INDEX</i>		54
<i>LETTERS OF UNDERSTANDING</i>		

Letter of Understanding re Faculty Performance Review	57
Letter of Understanding re Workload Committee	59
Letter of Understanding re C.E. Courses - Jurisdiction	60
Letter of Understanding re Application for Conversion -	61
	C.E. Program
Letter of Understanding re Employment Equity	62
Letter of Understanding re Long Term Disability Plan	63
Letter of Understanding re Utilization of U.I.C. Savings	64
Letter of Understanding re Conveners/Coordinators	65

APPENDICES

Conveners' Time Assignment
Coordinators' Time Assignment

ARTICLE 1 - GENERAL INFORMATION AND DEFINITIONS

1.01 PARTIES TO AGREEMENT

THIS AGREEMENT, entered into on the 18th day of March 1994

BY AND BETWEEN

KWANTLEN COLLEGE
(hereinafter referred to as the College)

AND

KWANTLEN COLLEGE FACULTY ASSOCIATION, LOCAL #5 College-Institute Educators' Association, (hereinafter referred to as the "Association")

1.02 TERM OF AGREEMENT

The duration of this Agreement shall be from April 1, 1993 to March 31, 1995. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded.

The operation of Section 50(2) of the Labour Relations Code of B.C. is specifically excluded.

1.03 PRECEDENCE OF AGREEMENT

In the event that there is a conflict between the contents of this Agreement and any regulations made by the College, or on behalf of the College, this Agreement shall take precedence over the said regulations.

1.04 DEFINITIONS

(a) Regular Faculty Position

A regular faculty position is one that exists or is established to meet the ongoing needs of the College on a half-time basis or greater basis.

(b) Full-time Regular Faculty

A full-time regular faculty member is one who occupies a full-time regular position established by the College or by this Agreement. Full-time regular faculty members shall receive all benefits provided by this Agreement.

(c) Part-time Regular Faculty

A part-time regular faculty member is one who occupies a part-time regular position established by the College. Part-time regular faculty members have the same rights and obligations as full-time regular faculty members and are entitled to all benefits provided by

this agreement on a pro-rated basis. A part-time regular position will be established by the College where:

- (i) there is a structural requirement for ongoing services of one-half time or more;
- (ii) a full-time regular post-probationary faculty requests a part-time position and the request is supported by the convener/coordinator in the discipline/program and approved by the College;
- (iii) two post-probationary faculty members are willing to share a full-time regular position and the request is supported by the convener/coordinator in the discipline/program and approved by the College;
- (iv) Should a regular faculty member wish to resume a full-time workload, he/she will be assigned available work in his/her discipline/program providing he/she has the required qualifications, abilities and experience. Where two or more regular faculty wish to resume a full-time workload and there is insufficient available work in the discipline/program, work will be assigned to the faculty member with the most FTE service providing he/she has the required qualifications, abilities and experience;
- (v) The College's approval will not be unreasonably withheld. The College, at its sole discretion, can set the effective date of the requested change in status from full-time to part-time, or vice versa, to coincide with the beginning or the end of a semester or term of instruction.

(d) Temporary Faculty

A temporary faculty member is one who is assigned two or more continuous teaching blocks each of three months or greater and with a workload within each of 50% or greater with no breaks greater than 31 days between the blocks. Earned vacation and P.D. arising from the initial qualifying period may be scheduled in between teaching and accountable time assignments to maintain continuity of benefits.

When temporary positions are not identified in advance, contract faculty who subsequently qualify as above will be made temporary retroactive to the qualifying date.

A temporary faculty member has the same rights and obligations as a regular faculty member and is entitled to all benefits provided by this Agreement on a pro-rated basis with the following exceptions (Article 1.04(g), Article 6 and Article 7).

When the College replaces regular faculty on leave, long term disability, alternate duty, or fills a position that exists but that is not expected to be ongoing and the workload available is defined as temporary as outlined above, the College will issue a temporary appointment.

(e) Contract Faculty

- (i) A contract faculty member is one who does not occupy a regular or temporary faculty position.
- (ii) Contract instructors may only be hired for specialized requirements, experimental offerings, timetabling anomalies, substitution, vacation replacement, short-term emergency circumstances, or work that is not expected to be ongoing. All contract faculty will receive salary according to the provisions of Article 9.

(f) Regularization

Notwithstanding any other provisions of this Agreement, a faculty member will become regular when either:

- (i) The faculty member has occupied a full-time position in the same discipline/program for 24 consecutive months, including non-instructional time, where that position has not been posted and the faculty member has received only satisfactory evaluations; or
- (ii) A full-time regular position is advertised and the position has been filled by the faculty member on a full-time basis for at least 18 consecutive months, including non-instructional time, provided that the qualifications, abilities and experience of the faculty member are equal to those of the other applicants.

The temporary faculty member will be granted an interview and upon written request, will be given reasons if unsuccessful.

(g) Employment

A regular faculty member, after successful completion of the probationary period, will be offered continuous employment subject only to those terms and conditions as may be contained in the Collective Agreement.

(h) Probationary Contract

A two-year appointment which may be terminated without cause upon expiration of the probationer's term of employment, but which may be terminated in accordance with Article 16.07, prior to the expiration of his/her term of employment. Termination during the two-year contract shall be in accordance with Article 16.07. Termination at the end of the probationary term shall be in accordance with Article 4.06.

- (i) Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty duties.

(j) Full-Time Equivalent Service

Full-time equivalent service shall be defined as the length of service with the College from the date of the first appointment with the College. In the event the faculty member resigns, or is terminated, the FTE service accumulated is lost. Substitution and overload contract shall not be credited if the faculty member has already been credited with a full year's FTE service during a one-year period.

In the event a contract (Article 1.04(e)) or temporary faculty (Article 1.04(d)) member is not employed by the College in an eighteen month period beginning with the termination date from the College payroll, or declines or is unavailable to receive an offer of further appointment, the FTE service accumulated is lost.

In this clause "service" denotes all accountable time covered by Article 11.02(a) and all vacation time covered by Article 11.01, and FTE service counted under Article 1.04(j)(vii) shall not count towards the minimum service requirements specified in Article 13.05 and Article 13.06.

Wherever this Agreement refers to service with the College, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981.

FTE service includes and is limited to the following:

- (i) service accumulated as a full-time regular faculty member;
- (ii) service accumulated on a pro rata basis as a part-time regular faculty member, i.e., 1/2 teaching assignment or 12 credits in a year = 6 months' service;
- (iii) service accumulated as a temporary faculty member appointed under the provisions of Article 1.04(d);
- (iv) service accumulated on a pro rata basis as a contract instructor appointed under the provisions of Article 1.04(e), i.e., 1/4 teaching assignment or 6 credits in a year = 3 months' service;
- (v) approved leave of absence as per Articles 3.11, 12.01, 12.02, 12.05, 12.06(a), 12.06(b) and 12.07;
- (vi) approved leave of absence under Article 12.03 if a written submission is received from the faculty member and if the College and Association agree that the leave was spent on activities relevant to the faculty member's duties;
- (vii) educational leave taken under Article 13;
- (viii) leave due to illness up to a maximum of two (2) years, including STIP and LTD periods and periods on WCB coverage;
- (ix) service as a Dean or Director at Douglas College prior to November 1, 1977, if the faculty member held faculty status as of April 1, 1983;
- (x) In the event an administrator who held a management position with the College as of April 1, 1983 returns to the bargaining unit as a regular faculty member he/she will be credited for all previous service accumulated as a faculty member at both Douglas and Kwantlen Colleges. In addition, he/she will be credited for previous service as a Dean or Director at Douglas College prior to May 1, 1975.
- (xi) Up to two years' service as an administrative secondment subsequent to December 31 1986 where the faculty member was a member of the faculty for a minimum of two consecutive years immediately prior to secondment.

(k) Common-law Spouse

For the purposes of Articles 12.01, 14.01(b), 14.02, and 14.03 the term common-law spouse means a person who resides with the faculty member in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least 2 years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

1.05 NO OTHER AGREEMENTS

Except with the mutual written consent of the Association and the College, no faculty member covered by the Association's certification shall be required or permitted to make a written or oral agreement with the College or its representatives which may conflict with the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

While the College customarily delegates to appropriate faculty groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the College's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the College has the right to manage, operate and direct the working force of the College.

The College agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

2.02 CONTRACTING OUT

The College agrees not to contract out any work presently performed by faculty members covered by this Collective Agreement which would result in the laying off of such faculty member(s).

2.03 ASSIGNMENT OF OTHER DUTIES

- (a) The College may allocate program/curriculum development projects or special projects to faculty and on such occasions shall provide adequate time to accomplish the agreed-upon task.
- (b) The Association shall be provided with details of such time releases including the faculty member involved, the amount of time provided, and the duties undertaken. This applies to those normally teaching but released from teaching.
- (c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty of the proposed projects and applications invited. Selection and appointment shall be in accordance with the principles of Article 4.02.
- (d) In the case of program development projects of duration of less than one semester, the advice of the appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

ARTICLE 3 - KCFA RECOGNITION, RIGHTS AND SECURITY

3.01 KCFA AS EXCLUSIVE BARGAINING AGENT

The College recognizes KCFA as the exclusive bargaining agent for all Instructors, Counsellors and Librarians employed by the College, but does not apply to Continuing Education Instructors.

3.02 MAINTENANCE OF MEMBERSHIP

Faculty Members covered by the certification who, at the date of ratification were members of KCFA, shall maintain their membership in good standing as a condition of continuing employment.

3.03 MEMBERSHIP OF NEW FACULTY

From the ratification date of this agreement new faculty members covered by the certification shall become members of KCFA on the first day of the calendar month following commencement of their employment and shall maintain membership in good standing in KCFA as a condition of continuing employment.

3.04 DUES DEDUCTION

Deduction of Union dues as a condition of employment will be applied to all members of the bargaining unit.

All deductions of dues shall be remitted by the College to the agent appointed by the Association not later than fifteen (15) days after the date of deduction.

3.05 AMOUNT OF DUES AND FEES

The Association shall advise the College in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the College from the President of the Association. Upon the College's receipt of such notice, the changed amount shall be the amount deducted for the following month.

3.06 MEMBERSHIP AND DUES AUTHORIZATION FORMS

The College shall provide application for Membership forms as well as Dues Authorization Forms to all new faculty at the earliest date following commencement of employment. Copies of signed forms will be forwarded by the College to the KCFA.

3.07 ASSESSMENTS

The College shall deduct duly-authorized assessments from faculty who are members of the Association in accordance with Association by-laws within forty-five (45) days of a request to do so by the Association. The College agrees to forward the assessment to the Association within fifteen (15) days of the deduction. The Association agrees to limit its request for an assessment to one (1) request per calendar year.

3.08 COPIES OF AGREEMENT

The Association and the College agree that all faculty members shall be familiar with this Agreement, and their rights and obligations under it. For this reason the College shall provide, at its cost, sufficient copies of the Agreement so that every faculty member has a copy. Newly appointed faculty members shall receive a copy of the current Agreement when they are sent their initial contract or letter of appointment.

3.09 FACULTY ASSOCIATION BUSINESS

- (a) The Association President and Vice-Presidents, in order to fulfill their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.
- (b) The Association will be allowed the use of reasonable bulletin board space and similar space in the College newspaper.
- (c) The Association will have the right to use College facilities for meeting purposes free of charge.
- (d) Should the Association require office space for its administration, the College will provide such space on the home campus of the Association President.
- (e) One Association designate will be furnished with a copy of the Agenda and other public information assembled for College Board meetings. This material will be mailed to the Association at the time of distribution to the College Board. Approved minutes of all College Board meetings will be distributed similarly.
- (f) (i) The Association will be furnished with a listing of faculty by October 15 and February

15 each year which shall include names, addresses, type of
appointmen*****

 *****ith a list of the faculty designated as Representatives.
 It is agreed that College work performed by faculty will not be affected by any Association
 business.

3.10 PICKET LINES

- (a) Faculty covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Relations Code of B.C. or in the Canada Labour Code.
- (b) Failure to cross a picket line encountered in carrying out the College's business shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.
- (c) Faculty will not receive pay for work not performed as a result of observance of picket lines.

3.11 FACULTY ASSOCIATION LEAVE

- (a) To facilitate the operation of the Collective Agreement and College/Faculty relationships, the Association will be provided quarter-time leave of absences without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The College agrees that, while the granting of leave in excess of half-time for any one individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing to the appropriate administrator responsible and the Director, Human Resources by May 15 for Fall leaves and November 1 for Spring leaves.
- (d) A faculty member selected for a full-time position in the College-Institute Educators' Association of B.C. or in any successor organization to C-IEA shall be granted full-time leave of absence subject to the following conditions:
 - (i) As soon as possible in advance of the leave, the Association shall notify the College of the possibility of this clause being invoked. Notwithstanding the foregoing, the Association shall provide the College with written notice by June 1 for Fall leaves and November 1 for Spring leaves;
 - (ii) A faculty member on leave under this clause shall continue to receive full salary and the benefits from the College. The Association shall, on a monthly basis, reimburse the College for the full amount of the faculty member's salary and benefits. Reimbursement will be effected by the College directly deducting the full amount of the faculty member's salary and benefits from the Association member dues on a monthly basis. In the event the membership dues are not enough to cover the faculty member's monthly salary and benefits, the Association will remit the outstanding balance on a monthly basis.

- (e) Meetings between representative of the Association and the College shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.
- (f) Any leaves granted under this section shall count as eligible time towards full-time equivalent (F.T.E.) service when ever such service is referred to in the Agreement.

ARTICLE 4 - SEARCH PROCEDURES

4.01 WRITTEN CONTRACTS

- (a) All faculty employed by the College shall be offered appropriate written contracts. In the event Article 1.04(d) applies, contracts shall specify the rate of pay and the period of appointment, including any vacation, professional/curriculum development, and accountable time required by the terms of this agreement.
- (b) Faculty members shall be given a copy of any employment notice affecting their own employment.

4.02 SEARCH FOR REGULAR AND TEMPORARY FACULTY

Preamble:

Whenever a vacancy arises, as determined by the College, it shall be filled by the following process:

- (a) The Search Committee shall consist of three (3) members: two elected annually by the discipline/program and one designated by the College President or his/her designate. The parties will consider variations to the standard committee format when positions for service courses are involved or in unusual situations that may arise. In the event faculty members have not been elected or the faculty member(s) elected declines to participate in the search process for any reason the Faculty Association shall appoint a replacement to the Search Committee.

The Administrative designate will be responsible for providing institutional support; the faculty members will provide expertise on subject/instructional matters.

- (b) Where the appointment is in a new discipline or program field the Search Committee shall be appointed by the College President or his/her designate after consultation with the Association.
- (c) All regular and temporary (Article 1.04(d)) faculty who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Search Committee, unless a conflict of interest is deemed to occur.
- (d) If a candidate has any concerns relating to bias or conflict of interest on the part of a Search Committee member, those concerns should be brought to the College's attention by the Faculty Association before the commencement of the interview process. Otherwise, the College will assume that the composition of the Search Committee is acceptable to the candidates and to the Faculty Association.
- (e) Representative(s) designated by the Search Committee shall conduct all interviews.

- (f) The Search Committee shall prepare a short list of qualified candidates with rationale and specific recommendations for the College President or his/her designate. In the event that a member of the Committee does not concur with the list(s) submitted by the other 2 (two) members of the Committee, that member may submit a separate short list of qualified candidates with rationale and specific recommendations for the College President or his/her designate.
- (g) In the event that more than one list is submitted to the College President or his/her designate or he/she does not wish to follow the Committee's recommendation when making the appointment he/she will meet with the Committee to provide his/her rationale, and attempt to resolve the matter before taking action. The College President or his/her designate may decide on any one of the following:
 - (i) make an appointment from any list submitted by member(s) of the search committee;
 - (ii) not make an appointment and direct that the search process recommence or cancel the vacancy. However, a vacancy shall not be canceled solely as a result of the search process.
- (h) In the event that the short list is exhausted, and the College still intends to fill the position, the search process shall recommence.
- (i) In the event a regular position is advertised and the position has been filled by an Article 1.04(d) temporary faculty member for two or more years, the temporary faculty member who has been filling the position will be given preference over other applicants providing the qualifications, abilities, and experience of the temporary faculty member are equal to the other applicant(s).
- (j) When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with the appropriate discipline/program Search Committee.
- (k) Copies of advertisements for positions will be posted on each campus for a minimum of two (2) weeks and, where appropriate, will be publicized in in-house publications.
- (l) All applications for posted positions shall be in writing and shall be reviewed by the Search Committee or its designate(s).
- (m) In the event a temporary faculty member has satisfactorily filled an appointment under Article 1.04(d) and if the temporary position continues to exist and is filled by the College, the temporary faculty member who has been filling the position will be offered the appointment. In the event the position becomes a regular position and is filled by the College Article 1.04(f) applies.
- (n) Contract faculty who have two (2) or more years FTE service as per Article 1.04(j) and who have successfully taught in the discipline/program will be given preference over other applicants for temporary positions, providing their qualifications, abilities and experience are equal to the other applicants for the temporary position created under Article 1.04(d).

4.03 FACULTY OVERLOAD

When the College does not have the capacity to offer a course section by assigning a regular or temporary (appointed under Article 1.04(d)) faculty member that section as part of his/her workload, a qualified contract instructor may be hired.

In the event that a qualified contract instructor cannot be found to teach the course, the College may, with the faculty member's agreement, engage a regular or temporary*****

*****ated by the Search Committee shall conduct all interviews.

- (c) (i) The Search Committee shall prepare an inventory of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This inventory shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the administrator responsible who will, when requested, communicate same to any interested party.
 - (ii) When a contract inventory list of suitable candidates is established, the primary consideration will be the applicant's qualifications, abilities and experience in relation to existing vacancies or anticipated vacancies. In the event the qualifications, abilities and experience of two or more applicants are equal, preference will be given to applicants who have two or more years F.T.E. service as per Article 1.04(j).
 - (iii) The College is not obligated to offer contracts to contract faculty on an inventory list; however, when the College does offer contracts the process in Article 4.04(d), subject to Article 4.04(f), will be followed.
- (d) From the inventory established above, the administrator shall designate contract assignments. In designating contracts, the administrator will give preference to candidates who have two or more years F.T.E. service as per Article 1.04(j), in the event the candidate's qualifications, abilities and experience are equal in relation to the specific contract assignment. Notwithstanding the above, a regular faculty member who is eligible for recall under Article 7.08 and who is qualified to be placed on a contract inventory list as determined by the search committee shall be offered the contract appointment that he/she is qualified for. The regular faculty member's right to recall to a regular full-time position under Article 7.08 shall not be lost if he/she accepts or refuses such an offer.
- (e) The administrator responsible shall offer a contract to the designated contract instructor. In the event that the designated instructor declines the contract, the administrator responsible shall offer the contract to a suitable candidate from the inventory established by the Search Committee.
- (f) In the event that the inventory is exhausted and time does not permit the process specified in Article 4.04(a) through 4.04(e) to be followed, the administrator responsible shall make the appointment.
- (g) All contract offers will be made in writing. For scheduled classes, the College will issue contracts at least thirty days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.

4.05 CONVENERS AND PROGRAM COORDINATORS

- (a) The College agrees to establish, maintain and continue the positions of convener and program coordinator identified in Appendix A unless there are demonstrable reasons for discontinuing the position(s).
- (b) Whenever a vacancy arises for a convener it shall be filled by the following process:
 - (i) all faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for convener;

- (ii) all regular faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to be elected as conveners;
 - (iii) the convener shall be elected for a three-year term;
 - (iv) the administrator responsible shall offer an appointment to the faculty member(s) so chosen;
- (c) (i) vacancies for program coordinators will be filled in accordance with procedures described in Article 4.02;
- (ii) a coordinator's term of appointment is for a maximum period of three (3) years.
- (d) Duties and responsibilities of conveners and coordinators will include those outlined in the Appendix. Additional duties and responsibilities applying to a specific discipline/program will be mutually agreed upon by the Convener/Coordinator and their Director after consultation with the discipline/program.
- (e) (i) the incumbent(s) can be removed at any time from the position of convener or coordinator:
- by majority vote of the faculty members present and voting at a duly called meeting of the discipline(s) or program(s);
 - or by the College for just and reasonable cause.
- (ii) upon completion of a term(s) as a convener or a coordinator or removal from a convener or coordinator position, the faculty member will resume his/her former regular position or an equivalent position without loss of seniority and benefits.
- (f) A convener or coordinator may serve for a maximum of two consecutive three year terms.
- (g) If a current faculty member was hired to be a coordinator, or where there is only one faculty member in a discipline/program, or if agreed to by a majority vote of the faculty in the discipline/program and approved by the Director, the limit for coordinator contained in Article 4.05(f) will not apply.
- (h) When a vacancy is unable to be filled by the above process, it is understood that the administration will assume the duties normally performed by the convener or program coordinator.
- (i) Time assignment for conveners and coordinators is identified in the Appendix.

4.06 PROBATIONARY PERIOD

- (a) Faculty are employed for a probationary period of two years prior to the offering of a continuing appointment. Full-time temporary faculty service for the two (2) calendar years immediately prior to the regular appointment will be recognized to fully satisfy the probationary period. In all other cases, faculty service in the five (5) calendar years immediately prior to the regular appointment will be recognized to satisfy the probationary period by a maximum of one (1) year.
- (b) Evaluation during the probationary term: At least once per year (no more than twice with a minimum of 60 days between) during the probationary term the administrator responsible, after consulting with the current Search Committee, will give a report to the faculty member in writing. Should there be inadequacies in performance, needs or concerns, these will be

enumerated and positive suggestions made for each. If after a second evaluation the required levels of improvement have not been reached, or it appears that a recommendation for a continuing appointment may not be made, then the administrator responsible, in consultation with the current Search Committee, will, three months prior to the expiry of the probationary term, notify the College President or his/her designate who may determine that:

- (i) a contract for a further probationary term be offered;
- (ii) a continuing appointment be offered, or
- (iii) no other contract be offered.

In accordance with Article 4.06(a) the first two years of temporary service are deemed to be probationary in nature and thus, by definition, the evaluation requirement and procedure described herein apply.

- (c) Three months prior to the expiry of his/her probationary contract a regular faculty member on probation shall be offered a continuing appointment in writing or shall be advised in writing that a three-year contract is not being offered. If a continuing appointment is not offered then the faculty member shall be advised in writing of the reasons.

4.07 PROBATIONARY PERIOD - CONTRACT FACULTY

- (a) An evaluation of work performance may be conducted for each contract of a contract faculty member to a maximum of two years F.T.E. service. This probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as per Article 16.07.
- (b) Evaluation of contract faculty is carried out by the administrator responsible. Normally, the evaluation shall examine and rate the contract faculty member's teaching performance. The administrator responsible shall determine whether the contract faculty member's teaching performance is satisfactory or unsatisfactory. It is agreed that the standard for satisfactory performance shall be determined by the College and shall be consistently applied.
- (c) The methods used to collect information may include the following but not be limited to:
 - (i) written faculty peer evaluation;
 - (ii) written administrator evaluation;
 - (iii) written student evaluation;
 - (iv) written self-evaluation by the contract faculty member.

Upon request, the faculty member shall receive a copy of all written evaluations. The final evaluation report will be discussed with the faculty member. The faculty member will sign a copy of the report indicating that the report has been seen and the faculty member will be

given

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providing the qualifications, abilities and experience of the faculty member meet the requirements of the position as determined by the appropriate Search Committee.

- (b) Post-probationary faculty who change disciplines/programs will be subject to a one (1) year trial period. Should a change in discipline/program prove to be unsatisfactory to either the College or the faculty member, the faculty member will be returned to his or her former position, except in cases of reassignment under Article 7.04. Satisfactory performance will be based on established performance criteria.
- (c) The vacated position will not be deemed to be a regular position during the trial period. Vacated positions shall be filled as per Article 1.04(d) for a one (1) year period. Should the position continue after one (1) year, then Article 1.04(f) will apply.

4.09 SEARCH FOR ACADEMIC ADMINISTRATORS

- (a) Whenever a vacancy arises for the following positions: President, Vice-Presidents, Educational Directors or other similar excluded instructional administrative positions that may be created, the Association shall have the right to appoint two regular faculty members to any Committee established by the College to fill the position.
- (b) Clause 4.09(a) does not apply to the following:
 - (i) administrative positions that do not have faculty reporting to them;
 - (ii) acting or temporary administrative appointments created for a period of six (6) months or less;
 - (iii) lateral re-assignment of administrative personnel.
- (c) In the event that an administrative position is filled by a faculty member of the College, the position vacated by the faculty member will be filled with a one-year temporary appointment. If the administrative position is confirmed, then the vacated position shall be treated as a normal College vacancy.

4.10 ADMINISTRATORS MOVING INTO FACULTY POSITIONS

- (a) Administrators shall have the right to teach at any time if needs exist and the College President agrees. The College agrees to prior consultation with the appropriate Search Committee regarding the right to teach.
- (b) Subject to Article 4.10(a) an administrator may transfer to a full-time faculty position in his/her field of expertise at any time if a vacancy exists. The College agrees to prior consultation with the appropriate Search Committee regarding the transfer. This transfer shall take priority over the applications of persons other than regular full-time instructors, but shall not operate to prevent a regular faculty member from being re-assigned under Article 7.05.
- (c) Article 4.10(a) shall not operate to displace a regular faculty member from his/her regular employment. Subject to Article 7.02, in the event that a lay-off is declared within a discipline or program, faculty who have received their faculty positions through the operation of Article 4.10(b) within the year preceding the date of notification of lay-off, shall be laid off prior to other regular faculty members in the discipline or program.

- (d) Administrators assuming faculty responsibilities will be governed by Article 4.06 for all faculty activities in the event their faculty activities have not been previously evaluated.

ARTICLE 5 - TERMINATION OF CONTRACTS

5.01 The faculty contract may be terminated at any time by mutual consent of the faculty member and the College.

5.02 If two months' notice of intended termination is given, then either full vacation or pro-rated vacation (dependent upon which is appropriate) will apply. Pro-rated vacation shall mean vacation pay calculated on the basis of the completed portion of the contract year of the faculty member, using ten months as a base. Otherwise the College is not obligated to pay more than Employment Standards of B.C. requirements for vacation pay.

5.03 (a) A faculty member shall retire from continuous full-time employment at the College on August 31st next following the faculty member's 65th birthday.

(b) A retiring regular faculty member may, upon his request, be offered employment as a contract faculty member, subject to the following conditions:

- (i) the retiree shall be automatically placed on the interview list for contract employment consideration by the Search Committee;
- (ii) contract appointments shall not exceed half-time;
- (iii) the retiree must re-apply annually for contract employment.

5.04 Contract instructor contracts may be rescinded at the College's discretion:

- (a) when minimum class size is not reached, or
- (b) to provide a regular faculty member with a full load.

Such action would not be subject to the grievance procedure.

5.05 Temporary faculty appointments made under Article 1.04(d) may only be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 16.05;
- (b) for probationary termination under Article 16.07.

5.06 Faculty appointments made under Article 1.04(e) may be terminated during the appointment for one of the following:

- (a) for just and reasonable cause under Article 16.05;

- (b) for probationary termination under Article 16.07;
- (c) when contracts are rescinded under Article 5.04.

5.07 If a section offered by contract to any contract instructor is cancelled, the College will pay a cancellation fee of \$500 as well as the hourly rate specified per class contact hours that may have occurred. In the event the contract offered does not equate to a standard three (3) credit course, the maximum \$500 cancellation fee will be pro-rated according to the following formula:

$$\frac{\$ \text{ value of contract issued}}{\$ \text{ value of 3 credit course}} \times \$500 \text{ maximum cancellation fee} = \underline{\hspace{2cm}}$$

ARTICLE 6 - TECHNOLOGICAL CHANGE

6.01 DEFINITION

For the purpose of this Agreement, the term technological change shall mean change introduced by the College in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

6.02 NOTICE

When the College intends to introduce technological change or is considering the introduction of technological change:

- (a) the College agrees to notify the 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 Association with at least four (4) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out and with a disclosure of all foreseeable effects and repercussions on faculty.

6.03 DATA TO BE PROVIDED

The notice mentioned in Article 6.02 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 changes;
- (c) the approximate number, type, and location of the faculty likely to be affected by the change;

ARTICLE 7 - LAY OFF AND RECALL

7.01 The College may lay off a regular faculty member due to technological change; shortage of operating funds; elimination or reduction of programs or courses or services; decline in enrollment; external decision or recommendation; or changing demand for College services. The procedure below in Articles 7.02 - 7.10 shall apply. In this article, faculty member means regular faculty member.

7.02 (a) Where it needs to be determined which specific faculty member from within a discipline/program would be laid off, the decision shall be made on the basis of least total FTE service as defined in Article 1.04(j).

(b) (i) Where a faculty member in a discipline/program has been identified under Article 7.02(a) and the remaining faculty members in the discipline/program do not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 7.02(a) shall not apply to the faculty member identified;

(ii) In the event Article 7.02(b)(i) applies, the determination of the faculty member to be laid off in the discipline/program shall recommence with the faculty member with the next to least total F.T.E. service, as defined in Article 1.04(j). This process will continue in reverse order of F.T.E. service (least to most) in the discipline/program until a faculty member's position has been identified;

(iii) In the event a faculty member receives a layoff notice in a discipline/program that he/she was transferred to by the College from the discipline/program for which he/she was first hired, he/she may displace, if his/her F.T.E. service as a regular faculty member as defined in Article 1.04(j) is greater, the faculty member with the least F.T.E. service as a regular faculty member in the discipline/program for which he/she was first hired. This displacement is subject to the faculty member who is displacing another faculty member having the necessary qualifications, experience and abilities to perform the duties of the position.

(c) Any dispute as to the relevant discipline/program would be resolved at the Labour Management Committee.

(d) Should any question be raised by a faculty member or the Association as to whether a faculty member does have or does not have the necessary qualifications, experience and abilities to instruct the remaining courses or perform the remaining services in the discipline/program, the question shall be referred in writing within five (5) days to the Labour Management Relations Committee composed of an equal number of representatives of the College and the Association.

Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the College shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 16.02 and 16.03. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

7.03 The affected faculty member will first meet with the appropriate Vice-President or designate to explore alternate job possibilities.

7.04 The administrator, after consultation with the affected faculty member and receipt of the relevant discipline/program advice, would determine if the affected faculty member, on the basis of his/her

qualifications, experience and abilities could be re-assigned. The administrator's decision in this regard is subject to the procedure specified in 7.02(d).

7.05 For the purpose of Article 7.04 above, a position would be deemed to exist if there was:

- (a) a posted vacancy for a regular position; or
- (b) sufficient ongoing contract capacity to create a full load.

7.06 **PROBATION**

A faculty member having been re-assigned under Article 7.04 will be subject to a probationary period of up to one (1) year from the date of re-assignment. In the event the faculty member proves not to be satisfactory as per 15.06(a) during or at the end of the probationary period and is so advised by the College, the faculty member will be laid off and receive severance pay in accordance with Article 7.07. It is agreed that notice under Article 7.08 would not be served if a faculty member is laid off under Article 7.06.

- 7.07**
- (a) If the affected faculty member is unable to be re-assigned to one of the positions outlined in Article 7.05, he/she will be laid off, and he/she will receive one month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.
 - (b) A regular faculty member recalled under Article 7.10 shall repay any severance pay received at the rate of one month of severance pay (at the rate paid) for each year of full-time employment at the College subsequent to the date of re-call. Such repayment shall occur at the end of each year of service.
 - (c) In the event a regular faculty member is recalled and again laid off and has repaid to the College severance pay pursuant to Article 7.07(b) during the period following his/her recall, the number of months of severance pay for the second lay-off shall be calculated as follows:

$$y = s - (x - r)$$

where y = number of months of severance pay due after the second lay-off.

x = number of months of severance pay paid upon the initial lay-off.

r = number of months of severance pay repaid to the College.

s = number of months of severance pay due under Article 7.07(a) if all F.T.E. service were counted (maximum is 10 months).

- 7.08**
- (a) If there is a vacancy for a regular faculty position in a specific discipline/program, the College shall offer re-appointment to those faculty members who have been laid off under Article 7 within the past two years and who have the necessary qualifications, experience and abilities for the position. Judgment of qualifications, experience and abilities shall be made by the appropriate Search Committee as per Article 4.02. Such offers of re-appointment shall be made in the reverse order of lay-off among the faculty members qualified for the position.
 - (b) To remain eligible for re-appointment under this clause, the laid off faculty member must keep the Human Resources Department informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of re-appointment from the

College within fifteen (15) days of receipt of such notice. In the event the faculty member rejects the offer of re-appointment he/she shall lose all rights to re-appointment under Article 7.08.

- (c) Faculty members on lay-off status under Article 7 shall not be entitled to health and welfare benefits and vacation pay.

7.09 A faculty member will be notified in writing stating the reason(s) for the lay-off. The Association will also receive a copy of such notice. The faculty member will be notified five (5) months in advance of any pending lay-off under this Article.

- 7.10** (a) The College shall engage in discussion and consultation with the Association on the lay-offs;
- (b) The College shall give the Association an opportunity to present written submissions on the lay-offs;
- (c) The parties agree that the consultation that takes place under Article 7.10(a)&(b) shall be on a without prejudice basis.

A faculty member laid off under Article 7, shall have his/her personnel file state that the faculty member was laid off and not dismissed for just and reasonable cause.

ARTICLE 8 - SALARIES - FULL-TIME REGULAR FACULTY

8.01 SALARY SCALE

Step	ANNUAL SALARY April 1, 1993 - March 31, 1994	ANNUAL SALARY April 1, 1994 - March 31, 1995	per month
1	38,747	39,231	3,269.25
2	40,994	41,506	3,458.83
3	43,224	43,764	3,647.00
4	45,391	45,958	3,829.83
5	47,622	48,217	4,018.08
6	49,788	50,410	4,200.83
7	51,797	52,444	4,370.33
8	54,043	54,719	4,559.92
9	56,194	56,896	4,741.33
10	58,438	59,168	4,930.67
11	60,667	61,425	5,118.75
12	62,836	63,621	5,301.75

8.02 Faculty members will begin at Step 1 of the scale unless they advance up the scale according to the following:

- a) A person with a Bachelor general or honours degree or journey person ticket plus two years of relevant experience in the field will receive one additional step. Each year's experience relevant to the faculty appointment in the field of study,

education, business or industry in excess of two years counts as one additional step.

OR

- b) A person with a diploma or professional accreditation plus five years of relevant experience will receive one addition*****

*****dited as follows:

Masters	1 step
Doctorate-All but Dissertation	1 step
Doctorate	3 steps
Masters + Doctorate	4 steps

- ii) Up to one extra step may be allowed if teaching experience or demonstrating experience increased the time required for the degree(s).
- iii) Other accreditation will be considered on an individual basis.
- iv) Persons who complete a graduate degree on their own time are entitled to have the year's experience count for an increment provided the College has not paid for the college or university fees and provided that the entire work for the advanced degree has been done on the individual's holiday time, not on College paid faculty time or on educational leave or any other form of paid leave and provided that such an increment would not place them on the scale at a step beyond nine plus the number of years' experience at the College.
- v) A year's experience relevant to the faculty appointment in the field of study, education, business or industry, counts as one step.
- e) Special situations not covered by any of the above will be considered on an individual basis by the College.
- f) Based on FTE service, all regular and temporary faculty will advance one step up the scale until their achievement of the top step. This step increase is payable on the first of the month concurrent with or next following the achievement of one year FTE service.

8.03 STARTING SALARY

The maximum starting salary level for a newly appointed faculty member is Step 9. However, an appointee shall not be deemed to be starting with the College if he/she has been previously employed by the College and has not been absent from the College's employ as a faculty member for longer than one semester (Spring, Summer or Fall) in that the specific Kwantlen experience, and Douglas experience prior to March 31, 1983, may be used to exceed the Step 9 maximum.

8.04 RECONSIDERATION

Faculty members who join the faculty are eligible to have their starting salary reconsidered on the basis of new information or reinterpretation of existing information for the first four months following the date their employment with the College began.

Subsequently, changes in salary as a result of additional qualifications or re-evaluation of the qualifications acquired before the faculty member was employed at the College will take effect the first of the month following the date of the notification to the Director, Human Resources.

ARTICLE 9 - SALARIES - CONTRACT FACULTY

9.01 SALARIES - CONTRACT FACULTY - April 1, 1994 to March 31, 1995

	<u>Contact Hours</u>	<u>Per Semester Credit *</u>	<u>Monthly F/T Equivalent**</u>	<u>Weekly F/T Equivalent</u>	<u>Hourly Rate</u>
Classroom Related	16	1,541	4,623	1,067	66.68
Reality Environment	20	1,541	4,623	1,067	53.34
Simulation Environment	24	1,541	4,623	1,067	44.45
Individual Learning	24	1,541	4,623	1,067	44.46
Practicum Supervision	32	1,541	4,623	1,067	33.34

This is inclusive of vacation pay.

* Presume standard 3 credit course

** Normal monthly maximum

9.02 There is no obligation on the College to offer future contracts to faculty members in this category other than the procedural requirements specified in Article 4.04(d) and (e).

ARTICLE 10 - OTHER SALARY PROVISIONS**10.01 GUIDED STUDY COURSE CONTRACTS**

(a) A Guided Study Course contract is an agreement among three parties: the College, an instructor and a student. Regulations dealing with Guided Study are found in the College calendar. Regular, temporary and contract instructors who are not teaching a full course load during the semester may accept up to five Guided Study Course contracts during that semester. No additional fee shall be payable to the instructor under these circumstances. Contract, temporary and regular faculty members who are part-time or who have a full teaching load, may accept a Guided Study Course contract or contracts according to the following payment schedule:

\$200 per credit for first student and
\$ 75 per credit for each additional student.

(b) Guided Study Course sections do not count toward part-time experience increment. Payment will not be made until a final grade, other than "I", is received by the administrator responsible. If a student vanishes or withdraws formally before the end of the course, the instructor will receive fifty percent of the fee.

ARTICLE 11 - WORKING CONDITIONS**11.01 VACATION**

(a) The annual vacation entitlement for regular faculty will consist of 42 working days.

(b) In areas of the College that must, by the nature of their work, operate on a more or less continuous basis, such as the Libraries, Admissions or Counselling, the administrator responsible, on consultation collectively with all available regular and temporary faculty in

the Division, shall recommend to the College suitable levels of operation to be maintained at varying times of the year, and set guidelines for the scheduling of vacation time.

- (c) If the needs of the College demand and if the College in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.
- (d) A regular faculty member who worked less than a complete ten (10) months' accountable time during an academic year shall earn vacation entitlement at the rate of 4.2 days for each month in which the regular faculty member has worked at least ten (10) days. For the purpose of this clause, work shall include and be limited to: all accountable time as specified in Article 11.02(a), all salary continuance time as specified in 14.04(a), all time spent on leave with pay under Articles 3.11, 12.01, 12.02, and 13, and time spent on suspension with pay under 16.05 and 16.07.

11.02 NORMAL DUTIES

- (a) The ten months accountable time includes such activities as teaching, the counselling of students, curriculum/program and professional development and participation on a variety of educational committees.
- (b) Within the ten-month accountable time, all regular and temporary faculty members will normally be assured a minimum of twenty-one (21) working days professional and curriculum development time.
- (c) At least one month before the commencement of any period of professional development, the faculty member concerned shall submit to the appropriate administrator an outline of his/her proposed professional development activities. The purposes of professional development for faculty include maintaining currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills related to their position at the College.
- (d) After consultation with the appropriate professional development committee, the administrator will notify the faculty member of approval, according to the criteria of Article 11.02(c). Approval will not be unreasonably withheld.
- (e) Written reports on professional development activities from faculty will be appended to the self-evaluation component of performance appraisal reports. On an annual basis, faculty will confirm completion of approved professional development activities.
- (f) If the needs of the College demand and if the College in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual curriculum and professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the administrator responsible. Such carryover of curriculum and professional development time shall occur only with the agreement of the faculty member.
- (g) There is an inherent assumption that the duties of regular and temporary faculty members involve responsibilities beyond those expected of contract faculty.

11.03 CONTACT HOURS

- | (a) <u>Type of Instruction</u> | <u>Contact Hours</u> |
|--------------------------------|----------------------|
| Classroom Related | 16 |
| Reality Environments | 20 |
| Simulation Environments | 24 |
| Individual Learning | 24 |
| Practicum Supervision | 32 |
- (b) Work schedules within the limits of the policy stated above shall be delivered in co-operation with the administrator responsible.
- (c) The average teaching load is determined over an entire academic year; eighteen hours of instruction per week in one semester and fourteen in the other, for

exam*****

those contact hours so stated are the total hours work expected from faculty members.

- (f) Nothing in this section will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is pro-rated.
- (g) Placement of disciplines/programs within this policy shall be undertaken by the administrator responsible in consultation with the faculty members in the discipline or program.
- (h) No regular or temporary faculty member shall be required to work a day consisting of more than ten hours from the beginning of the first class to the end of the last class without his/her consent.
- (i) Unless there is prior consent, there shall be a minimum of twelve hours between the end of the regular or temporary faculty member's last class one day and the beginning of his/her first class the next day.

11.04 COUNSELLORS AND LIBRARIANS

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the administrator responsible. Where counsellors and librarians are involved in instructional modes listed in Article 11.03, the workload shall be pro-rated.

11.05 STUDENT INTERVIEW HOURS

Times and places on campus at which faculty will be available for student interviews shall be published.

11.06 COURSE PREPARATIONS

No instructor shall be assigned more than three different course preparations within his/her workload in any semester without his/her consent.

11.07 TRAVEL

The College being a multi-campus institution, all faculty are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the College campuses or other locations where classes are scheduled:

- (a) Teaching at two locations on any one day may be required.
- (b) A faculty member shall not be assigned to teach at more than two locations in any semester without his/her consent.
- (c) A mileage allowance of 46 cents per mile or 29 cents per kilometer effective January 1, 1992, will be paid for authorized College travel on the following basis:

-the first campus reported to each day will for the purpose of this article be the home campus for that day and inter-campus mileage will accumulate from that location.

-there will be no mileage claim allowed for travel from the last campus to home.

- (d) In the event a faculty member is required by the College to report to more than one campus per day in excess of six days per month, on a regular and continuing basis, the faculty member shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC class 07 (business) premium that is over and above that for a class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per faculty member and it is the responsibility of the faculty member to purchase class 07 vehicle insurance when necessary.

11.08 OFFICE SPACE

All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, the College will, upon the request of a faculty member, complete Income Tax Form No.T2200 (Declaration of Employment Conditions - Office or Employment Expense).

11.09 GENERAL HOLIDAYS

- (a) The following have been designated as paid general holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	New Years Eve Day
	New Years Day

- and any other holiday proclaimed as a holiday by Federal or Provincial Government legislation.

- (b) Payment for paid holidays will be made at the rate of basic pay that the faculty member is receiving at the time of the holiday.
- (c) (i) Faculty members must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday;
- (ii) It is agreed that regular faculty members, who on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 3.11(a) (b) (c), 11.01, 12.01, 12.02, 13, 13.04 and 16.06 (h), shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.
- (d) It is agreed that holiday pay is already included in the annual or pro-rata basic pay of regular faculty and is included in the Per Semester Credit or Monthly F.T. Equivalent or Weekly Equivalent basic pay of contract faculty. In the event faculty do not meet the qualifying

conditions in Article 11.09(c) an amount equivalent to one (1) day's basic pay will be deducted from the annual or pro-rata basic pay or basic contract pay.

- (e) For the faculty member whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement, and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

11.10 PROFESSIONAL MEMBERSHIP DUES AND FEES

Where the College requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the College will pay the annual dues required to maintain such membership.

11.11 CROSS COLLEGE MEETING TIMES

The College timetable shall provide two three-hour time blocks per week during which no classes shall be scheduled.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family, faculty not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days. Immediate family is defined as a faculty member's parent, spouse, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, foster parent, step child, foster child.
- (b) One day to attend a funeral.

12.02 JURY DUTY AND COURT APPEARANCE

- (a) When summonsed to serve on a jury or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.
- (b) When a regular faculty member is required to appear in court in his/her own defense he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 16.05.
- (c) A faculty member in receipt of his/her regular salary and benefits while serving at court shall reimburse to the College all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the College.

12.03 LEAVE OF ABSENCE WITHOUT PAY

- (a) Full or part-time leave of absence without pay may be granted at the discretion of the College. Faculty members may apply for job-sharing under the provision for part-time leave of absence.

Applications shall be made in writing to the administrator responsible.

All applications will be dealt with promptly and will not be unreasonably denied, nor dealt with in a discriminatory manner. The reply to an application for leave will be in writing.

Except in the case of leaves for short-term emergencies of thirty (30) days or less, the College may, at its discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

- (b) Where a leave is granted, the faculty member's performance evaluation shall be extended accordingly.

- (c) No salary increment is payable for a period of leave of absence without pay unless the College President, upon written request from the faculty member concerned, decides the leave is spent in the activities relevant to the College curriculum. In this case, the faculty member will receive any sal*****

 *****pro rata
 basis.

If a faculty member proceeding on leave without pay makes a prior payment to the College of both the faculty member's share and the College's share (pro-rated, if applicable) of any or all of the following benefits, the College shall remit these payments to ensure continuous coverage: Life Insurance, Medical Services, Dental Plan, and Long-Term Disability, subject to the College's contract with the insurer.

- (e) For leaves of longer than two months, the faculty member, no later than two months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.
- (f) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty contract year.

12.04 LEAVE OF ABSENCE WITHOUT PAY - CONTRACT FACULTY

Contract instructors who are unable to fulfill the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s).

12.05 MATERNITY AND ADOPTION LEAVE

- (a) When a faculty member presents the College with a certificate from a doctor stating the faculty member is pregnant and delivery of a child will probably occur on or about a specific date, the College shall permit that faculty member to be absent from work without pay at any time or times chosen by the faculty member for reasons related to the pregnancy during the eleven (11) week period immediately preceding the date of anticipated delivery.
- (b) A faculty member requesting post-natal leave shall present to the College certification by a doctor that the faculty member has been delivered of a child on a specific date. When the faculty member presents this certificate to the College, the College shall, according to the provisions of the Employment Standards Act, permit the faculty member to be absent without pay and may not permit the faculty member to return to work during the six (6) weeks following the date of delivery unless the faculty member requests a shorter period or during such period recommended in the doctor's certificate, whichever is longer.
- (c) If a regular faculty member is pregnant or delivered of a child, she shall, on request, be granted leave without pay for a period of up to twelve (12) months. Leave granted under Article 12.05(a) and (b) is included in the twelve-month period, ie., the total leave granted in Article 12.05(a) and (c) will not exceed 12 months.
- (d) Any regular faculty member who declares that he/she is adopting a child shall, upon request, be granted a leave of absence without pay from the date the child is placed with the faculty member or on a mutually acceptable date, for a period of up to twelve (12) months.
- (e) The College, at its sole discretion, can extend the length of a leave to coincide with the beginning or end of a semester or term of instruction. Notice of such extension shall be given to the faculty member at the time the leave is granted.

- (f) The College will contribute its share of life insurance, medical and dental premiums on behalf of faculty proceeding on maternity or adoption leave if the faculty member's contributions are remitted within fifteen (15) days of proceeding on leave, subject to the College's contract with the insurer.

12.06 POLITICAL LEAVE OF ABSENCE

- (a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the College for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions:
 - (i) the work of the division of the College will not suffer unduly;
 - (ii) the request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;
 - (iii) the regular faculty member will pay the College's share of fringe benefit premiums.
- (b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the College.
- (c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one term of political office. Such a leave of absence will be governed by the provisions of Article 12.03.
- (d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, premises or with College equipment/services.

12.07 SECONDMENT/EXCHANGE/LEAVE

- (a) A faculty member may apply to the College for secondment/exchange leave. Applications shall be made in writing to the administrator responsible. An exchange or secondment leave shall be for the purpose of enabling a faculty member to teach or to provide services at another institution, government, or in business/industry. During a secondment, the institution, government, or business/industry organization at which the faculty member is appointed shall be expected to reimburse the College for the faculty member's full salary and benefits. In an exchange leave, the College shall continue to pay its faculty member who has agreed to exchange duties with a faculty member from another institution, government, or business/industry. The faculty member from another institution, government or business/industry shall not be considered a member of the bargaining unit for the duration of the exchange.
- (b) A secondment/exchange leave may be for a period of up to one year, and may be renewed upon written application to the College.
- (c) All applications will be dealt with promptly and will not be considered in an arbitrary or discriminatory manner. The reply to an application for secondment/exchange leave will be in writing.

- 12.08** On returning from any leave of absence under Article 12, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties without loss of F.T.E. service or benefits. However, this does not preclude the College from laying off the regular faculty member under Article 7 while the regular faculty member is on a leave of absence under Article 12.

ARTICLE 13 - EDUCATIONAL LEAVE

- 13.01** Educational leave is a period of paid leave enabling a regular faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or personal development recognized as beneficial to the College.
- 13.02** Educational leave may be used for any of the following:
- updating experience in business, industry, community service, etc.;
 - to further a faculty member's education;
 - studying in-depth comparative systems and methods at different institutions;
 - studies relevant to the College curriculum;
 - studying new technological developments related to the instructional or administrative role of the faculty member; and
 - other activities calculated to be of mutual benefit to the College community and the faculty member.
- 13.03** All regular faculty members are eligible for the two options specified in Articles 13.05 and 13.06, provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence. Where applications are of equal merit, faculty members who have not previously had leave will be given preference.
- 13.04** Faculty members who have been previously employed by the College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming sessional or temporary experience for minimum service requirements shall be eligible to take educational leave until he/she has completed two years of regular service.
- 13.05** After a period of three years of full-time equivalent service a faculty member may receive four months' leave.
- 13.06** After a period of six years of full-time equivalent service a faculty member may receive one year's leave.
- 13.07** Variations in the dates of educational leave are possible.

- 13.08** (a) Faculty on educational leave shall receive a salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, the College will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. There is no limit to the amount of grants a faculty member may receive on leave.
- (b) (i) Educational leave under Article 13.05 will entitle a faculty member to a six month period at 80% of salary, excepting where the conditions of Article 13.08(a) apply;
- (ii) Educational leave under Article 13.06 will entitle a faculty member to a twelve month period at 80% of salary, excepting where the conditions of Article 13.08(a) apply;
- (iii) A faculty member will be returned to full salary immediately upon his/her return to work.
- 13.09** (a) The College will allocate an amount equal to 2% of the regular and temporary faculty members' salary budget (minimum floor of \$45,000) to pay the cost of replacing faculty members on educational leave during the fiscal year.
- The Association shall be notified of this amount based on the nominal roll as of 1 January.
- (b) Funds allocated to the Educational Leave Fund that are over committed, uncommitted or unspent in one leave period will be credited or debited against the following year's allotment. This debit or credit is limited to an amount equal to the replacement costs for a one-half year educational leave and is not cumulative.
- 13.10** Three times a year - March 30, September 30, and January 30 - the College shall provide the Association with a listing of the funds committed and expended for educational leave purposes.
- 13.11** Members of the faculty on educational leave will receive any salary adjustments for which they would normally be eligible. The College will continue its full contributions to the benefit plans outlined in Article 14 for faculty members on educational leave.
- 13.12** Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.
- 13.13** The College's contribution towards the educational leave salary shall be a debt by the faculty member to the College which shall be cancelled after a period of one year's service following a one-semester leave, or two years' service following a one-year leave; any debt adjustment shall be in these proportions.
- 13.14** Applications for leaves commencing in the next fiscal year (April 1 - March 31) shall be submitted by December 1st in the following manner:
- written applications are to be submitted to the administrator responsible, who will circulate the application to the appropriate groups (eg., discipline, program, campus) and the

applicant's administrator for comment on the value of the educational leave and the desirable form of replacement;

- the application, together with the comments and recommendations, will then be submitted to the Educational Leave Committee, with a copy to the applicant;
- the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.

13.15 The Educational Leave Committee will consider all applications submitted by the December 1st date and, by February 28th, will forward their ranked recommendations, together with their rationale for same, to the College President. The Committee's report will state which applications it believes should be granted. Also, the Committee will send a copy of its report to the applicants.

13.16 By March 15th the College President will advise the applicants of his/her final decision.

13.17 Applications submitted after December 1st will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the College President.

13.18 The Educational Leave Committee shall be composed of one representative elected from each professional development committee, and the administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one calendar year.

13.19 Faculty have an obligation to maintain contact with the College throughout their leave and to confirm their date of return no later than 40 calendar days prior to the agreed date.

13.20 Faculty are required within two months of returning, to submit a final report to the administrator responsible and their discipline/program. As well, they will be expected to participate in educational activities resulting from their educational leave, such as curriculum revision/development and presentations at professional development days.

13.21 On returning from education leave under Article 13, the regular faculty member is assured of resuming his/her previous faculty position and duties, or an equivalent position and duties, without loss of F.T.E. service or benefits. However, this does not preclude the College from laying off the regular faculty member under Article 7 while the regular faculty member is on educational leave under Article 13.

ARTICLE 14 - HEALTH AND WELFARE

14.01 MEDICAL COVERAGE

- (a) Medical Coverage

The College is registered with the Provincial Government to provide all regular faculty a basic medical plan in accordance with the Medical Services Plan of British Columbia. The monthly premium of the plan is assumed totally by the College for each eligible faculty member. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

(b) Extended Health Benefits

The College, by means of a policy issued by the insurance company, provides extended health benefits, including an eye glass and contact lens option to all faculty; a Visioncare benefit of \$300.00 every 24 months for employees and dependents; a Hearing Aid benefit of \$500.00 per five years for employees and dependents; and, out-of-province coverage to a maximum of \$25,000.00 per 24 months. The monthly premium for this benefit is assumed totally by the College for each eligible faculty member, spouse/common-law spouse and his/her dependents. Plan benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to the limitations specified in the plan including eligibility requirements.

14.02 GROUP LIFE INSURANCE

The College, by means of a policy issued by an insurance company, provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the Life Insurance Plan are paid by the College. The College agrees to make available optional voluntary life insurance (maximum \$100,000) for regular faculty members and their spouse/common-law spouse, subject to the applicant meeting insurance company requirements. All premiums for this optional life insurance will be paid by the faculty member.

Life insurance benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitations specified in the plan including eligibility requirements.

14.03 DENTAL PLAN

The College pays the entire premium of a comprehensive dental plan. The plan pays for service for regular faculty members, their spouse/common-law spouse and his/her dependents.

- A. 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;
- B. 50% of major treatments such as crowns, bridges and dentures and extended endodontic and periodontal service;
- C. 50% of orthodontic treatment to a maximum of \$2,500 per patient.

Dental benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan, and subject to the limitations specified in the plan. The Group Policy, available for consultation in the Human Resources Department should be consulted for full details of the Plan.

14.04 SHORT-TERM ILLNESS PLAN

- (a) Faculty members do not accumulate sick leave benefits; rather the College pays an absent member his/her full salary for an absence not exceeding thirty (30) calendar days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the College's choice. The thirty calendar day period is accumulative to the extent that if a faculty member is absent, returns before thirty calendar days, and then within fourteen calendar days is absent again for the same or related illness, this counts as one thirty calendar day elimination period.
- (b) Any faculty member absent through illness or who expects to be absent will notify the College.
- (c) The College agrees to institute a 26-week College-paid sick leave plan to take effect after the 30 days referred to in Article 14.04(a).^{*} This income replaces the faculty member's regular salary. Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.

^{*} The employee portion of savings realized by the U.I. reduction program will be applied annually to partially offset benefit costs.

- (c) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the College an amount equivalent to the sick pay received from the College and/or the insurance carrier upon receipt of the accident settlement.

14.05 LONG-TERM DISABILITY INSURANCE

- (a) Faculty members absent due to accident or illness for more than the twenty-six (26) weeks, receive benefits from the Long-Term Disability Plan beginning on the 213th day of illness. This income replaces the faculty member's regular salary. Premiums are paid by the faculty member so that the benefits are not taxable.
- (b) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the insurance carrier's plan and are subject to the limitation specified in the plan including eligibility requirements.
- (c) Where a faculty member is absent from work due to an injury which involves third party liability (i.e. ICBC), the faculty member must repay the College an amount equivalent to the sick pay received from the College and/or the insurance carrier upon receipt of the accident settlement.

14.06 SICK LEAVE - CONTRACT FACULTY

Article 14.04 (a) and (b) and Article 14.05(a) do not apply to contract faculty. The College shall establish a fund of \$10,000 per calendar year, from which contract faculty members may draw sick leave benefits as specified in Article 14.04(a). The fund shall operate on a first come, first serve basis. When the fund is exhausted, no further sick pay shall be provided to contract faculty during the calendar year.

14.07 COLLEGE PENSION ACT

Faculty must contribute unless exempted by the Superannuation Commissioner following a resolution of the College Board made within thirty (30) days of beginning employment. The Act should be consulted for details.

14.08 REQUIRED DEDUCTIONS

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required U.I.C. contributions are deducted in accordance with existing legislation.

14.09 The College agrees to supply the Association with a copy of each faculty benefit plan in force.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

- 15.01** (a) For the purposes of allocating professional development funds there shall be the following groupings of programs/disciplines and each grouping shall have a Professional Development Committee:
- (i) Science, Mathematics and Technology
 - (ii) English, Applied Communications, Creative Writing, Philosophy, ESL, Fine Arts, Modern Languages
 - (iii) Criminology, Psychology, Sociology, Anthropology, Political Science, History, Music
 - (iv) Design, Drafting, Journalism and Public Relations, Public Safety Communications
 - (v) Foundations (ABE and ASE), ELT, EEAW, Office Administration
 - (vi) Health Sciences, Social Services
 - (vii) Business, Economics, Computer Science, CBSY & CISY
 - (viii) Trades and Vocational
 - (ix) Counselling and Cooperative Education
 - (x) Library
 - (xi) Continuing Education and Contract Services
 - (xii) Horticulture, Farrier

Should the College establish a new discipline/program or move an existing discipline/program it will consult with the Association regarding the grouping into which the discipline program shall be placed by the College.

- (b) The elected members of the Professional Development Committee for each group shall be at least three in number, or fewer if there are fewer faculty in the group. Elections shall be held in February/March every two years so that the new Committee takes effect April 1. One of the elected members shall be elected as Professional Development Chairperson.
- (c) Should the members fail to elect a Professional Development Committee before April 1, the College shall assign an administrator to perform all the functions of the Committee until such time as the faculty elect the Committee members.
- (d) One of the members of each Professional Development Committee shall be elected to serve as the representative to the Educational Leave Committee. This elected member shall serve for two academic years.
- (e) Each Professional Development Committee has the responsibility of promoting, within the group, activities to enhance the academic, technical, and educational standards of the programs/disciplines. The College shall provide the appropriate Professional Development Committee with copies of any reports on professional development activities funded under Article 15.01.
- (f) In addition, each Committee has the responsibility of drawing up guidelines for the disbursement of professional development funds and receiving from the faculty, applications for the use of such funds. These guidelines shall include that the proposed activity will be of benefit to the faculty member and the College. Such applications, together with each Committee's recommendation shall be forwarded to the appropriate administrator. Disbursement shall be over the signature of the administrator.

Approval will not be unreasonably withheld.

If the administrator does not sign the request, the Chairperson of the appropriate Professional Development Committee shall be informed immediately and a reason shall be supplied. The administrator may not expend the funds allocated in 15.01 (g) that have not been recommended by the Professional Development Committee.

- (g) A budget of \$350.00 for each full-time equivalent faculty member in a group (based on the enrollment and staffing report of October 31st prior) shall be allocated to each Professional Development Committee for the fiscal year.
- (h) Three times a year - March 30, September 30, and November 30 - the College shall provide each Professional Development Committee and the Faculty Association with a listing of the professional development funds committed and expended by that Committee.
- (i) After January 30th of each fiscal year, funds remaining in all groups' Professional Development accounts shall be pooled. Nevertheless, a Professional Development Committee may commit an amount for a specific activity or activities which will occur by March 31st of each fiscal year and this amount shall not be pooled. The disbursement of funds from the pooled fund shall be governed in two steps. The first step shall consist of the applications and recommendations as described in Article 15.01(f). As a second step, such applications and recommendations from the grouping P.D. committee shall be forwarded for final approval to the joint advisory committee of the Professional Development Program as per Article 15.03(c). This committee shall deal speedily with the applications and recommendations from the grouping P.D. committees. The disbursements shall be over the

signature of the administrator responsible College-wide for professional development. The conditions with respect to the withholding of the administrator's signature shall be those as stated in Article 15.01(f). The activities carried out under the Professional Development Program as per Article 15.03 shall not be funded by the pooled funds.

- (j) Each Professional Development Committee chairperson shall be informed of the amount of the total pool by February 15 of each year.
- (k) Funds allocated to the Professional Development fund that are over committed, uncommitted or unspent in one fiscal year will be credited or debited against the following year's allotment. This debit or credit is limited to an amount not to exceed \$10,000.

15.02 ORIENTATION OF NEW FACULTY

The Professional Development Advisory Committee established in Article 15.03(c) shall develop, by June 30th of each year, an outline for orientation of new faculty. Such outline may provide for instructional skill development activities. The Association shall have the right to make a presentation by one member of the Association of no more than thirty (30) minutes as part of this orientation.

15.03 PROFESSIONAL DEVELOPMENT PROGRAM

- (a) The parties agree to continue a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence, including instructional skills, are the primary professional development activities of faculty members.
- (b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.
- (c) A joint advisory committee consisting of three regular faculty members who shall be elected by and are P.D. Committee Chairpersons and three administrators shall make recommendations for the operation, financing and management of the Professional Development Program.

ARTICLE 16 - DISPUTE RESOLUTION**16.01 INTERPRETATION**

Where a difference arises between the parties relating to the interpretation of this Agreement, it may be settled by means of a jointly agreed to interpretation signed by the College President and the President of the Association, or their designates.

16.02 GRIEVANCE PROCEDURE

- (a) A grievance is any complaint relating to the application, operation or alleged violation of this agreement or any question as to whether any matter is grievable or arbitrable.
- (b) A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally. The services of the Association Representatives are available to assist in informal resolution of these matters.
- (c) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the College, the Association, or any other faculty member.

- (d) If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.
- (e) All formal grievances shall be initiated by the Association within twenty (20) days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) days of the completion of any attempt at informal resolution (including discussion at Labour/Management Relations Committee) under Article 16.02(b), whichever date is later. A grievance shall be directed to the administrator responsible. Within five (5) days of receipt of a written grievance, the administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) days of the receipt of a written grievance, the administrator responsible shall provide the Association with a written reply.
- (f) The Association will make every effort to state all articles allegedly violated by the College in all formal grievances. If the grievance is not satisfactorily resolved by Article 16.02(e), the matter shall be referred to the appropriate administrator who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.
- (g) If the grievance is not satisfactorily resolved by Article 16.02(f), the matter shall be referred to the College President who shall meet with a representative of the Association within seven days of the referral and shall reply in writing within ten days.
- (h) If a satisfactory settlement has not been reached at this point (after Article 16.02(g)), the matter shall be dealt with by arbitration as set forth in Article 16.03.
- (i) If a grievance is not advanced to the next stage within fourteen (14) days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.
- (j) Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also, a policy grievance may be advanced immediately to Article 16.02(g) at the request of either party.

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in Article 16 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

16.03 ARBITRATION

- (a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.
- (b) Within ten (10) working days of the delivery and receipt of the reference to arbitration, the parties shall meet to select a mutually acceptable arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator, either party or both of the parties may request the Minister of Labour to appoint an arbitrator.

(c) Procedure

The arbitrator will determine his/her own procedure in accordance with the Labour Relations Code of B.C. and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within a reasonable time.

(d) Jurisdiction and Authority

- (i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 8 of the Labour Relations Code of B.C., the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement;
- (ii) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case;
- (iii) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and that reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

(e) Expenses and Costs of Arbitration

Each party shall pay its own expenses and costs of arbitration. The remuneration and disbursements of the Arbitrator, and of stenographic and related expenses shall be divided equally between the College and the Association.

(f) Amending Time Limits

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties, but the same must be confirmed in writing.

16.04 REMEDIATION

Prior to initiating formal disciplinary action pursuant to Article 16.05, the College may attempt to resolve matters of discipline informally. However, this shall not restrict the right of the College to consult with or otherwise counsel faculty members regarding their conduct. The faculty member shall be given the opportunity to have a Faculty Association representative present at any meeting related to the informal resolution of a dispute that could lead to discipline.

16.05 DISCIPLINE, SUSPENSION AND DISMISSAL

- (a) No faculty member shall be disciplined, suspended or dismissed without just and reasonable cause. The faculty member shall be given the opportunity to be represented by an Association representative at meetings under Article 16.05.

- (b) (i) Prior to the imposition of a suspension or dismissal, the appropriate representative of the College shall meet, where possible, with the faculty member who is to be suspended or dismissed. The College at their meeting shall inform the faculty member of the College's reasons for taking such action;
- (ii) In the event the College is unable to arrange such a meeting with the faculty member, then the College shall instead arrange the Article 16.05(b)(i) meeting with the Vice-President - Grievances of the Association, or his/her delegate. The Association agrees to meet with the College within three (3) days of receiving a request for such a meeting. The Association representative may bring a second Association member to the meeting;
- (iii) Notwithstanding Articles 16.04, 16.05(b)(i) and (b)(ii), the College may impose immediate disciplinary action, up to and including dismissal, where, in the view of the College, failure to take such action may result in damage to the College, other faculty or students.
- (c) A faculty member shall be notified in writing of the reasons for the disciplinary action taken by the College. The Association shall receive a copy. This clause does not apply to verbal reprimands.
- (d) A faculty member may grieve discipline, suspension or dismissal through the grievance process specified in Article 16.02.
- (e) If a satisfactory settlement has not been reached at Article 16.02, the matter shall be dealt with by Expedited Mediation Arbitration as set forth in Article 16.06.

16.06 EXPEDITED MEDIATION ARBITRATION

- (a) Where difference arises between the parties relating to Article 16.05 Discipline, Suspension and Dismissal, after exhausting the grievance procedure as set forth in Article 16.02, either of the parties may notify the other party in writing within five (5) working days of its desire to submit the difference to expedited mediation arbitration.
- (b) Within five (5) working days of the delivery and receipt of the reference to Expedited Mediation-Arbitration, the parties shall notify Stephen Kelleher or a substitute agreed to by the parties. If the parties cannot agree upon the appointment of a substitute within three (3) working days either party may request the Minister of Labour or his/her designate to make the appointment.
- (c) The Mediator-Arbitrator shall begin proceedings within twenty-eight (28) days after being appointed.
- (d) The Mediator-Arbitrator shall endeavour to assist the parties to settle the grievance by mediation.
- (e) If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator shall endeavour to assist the parties to agree on the material facts in dispute and then shall determine the grievance by arbitration.
- (f) When determining the grievance by arbitration, the Mediator-Arbitrator may limit the nature and extent of evidence and submissions and may impose such conditions as he/she

considers appropriate. The procedure, jurisdiction, and authority outlined in Article 16.03 (c), (d), (e) and (f) will apply.

- (g) The Mediator-Arbitrator shall give a succinct decision within twenty-one (21) days after completing proceedings on the grievance submitted to arbitration.
- (h) When the dismissal or suspension of a faculty member is subsequently determined by an internal investigation, a grievance procedure or an arbitration board, to be without just and reasonable cause, or the dismissal or suspension determined to be too severe in relation to the offence, re-instatement terms can be mutually agreed to by the parties or can be imposed by an arbitration board if the matter is referred to arbitration.
- (i) (i) When disciplinary action, up to and including dismissal, is subsequently determined as a result of an internal investigation, a grievance procedure or an arbitration board to be without just and reasonable cause, no record of the matter shall remain on a faculty member's personnel file.
- (ii) However, Article 16.06(i) (i) is not applicable if a lesser penalty is substituted as a result of an internal investigation, a grievance procedure, or an arbitration board.
- (j) Articles 16.05 and 16.06 do not apply to non-renewal of contracts issued by the College under Article 1.04(d) and 1.04(e) and 1.04(h).
- (k) Articles 16.05 and 16.06 do not apply to termination of a regular faculty member due to Article 5.03(a).

16.07 PROBATIONARY TERMINATIONS

- (a) The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular, temporary or contract faculty. The factors involved in determining satisfactory performance shall be those factors that could reasonably be expected to affect work performance. It is agreed that the standard for satisfactory performance shall be determined by the College and shall be consistently applied. When the College, in accordance with the provisions of this article and Article 4.06 or 4.07 determines that a probationary faculty member will not be satisfactory as a regular, temporary or contract faculty Article 16.05 does not apply to the termination.
- (b) If a faculty member is terminated during his/her probationary contract, such termination may be grieved beginning at Step 2 (Article 16.02(f)) of the grievance procedure.

16.08 CHANGES IN AGREEMENT

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

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.01 PERSONNEL POLICIES

- (a) A faculty member shall have access to all material in his/her Personnel File, with the exception of letters of reference and interview reports in the application file. A faculty member shall also have access to material, if any, in any other file in the College that may be used by the College for determining qualifications for employment, or assignment of workload, altering job security, or taking disciplinary action. Upon request by the faculty member, the College shall identify such files, if any, containing personnel material not in the faculty member's Personnel File.
- (b) No information relating to qualifications for employment or assignment of workload, job security, or disciplinary action will be placed in a faculty member's personnel files unless a copy has at the same time been given to the faculty member. The College agrees not to use information relating to qualifications for employment or assignment of workload, job security, or disciplinary action unless a copy has been given to the faculty member at the time that the information was placed in the personnel files.
- (c) Except for routine administrative access by the Human Resources Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.

17.02 COPYRIGHT

The ownership of and copyright to teaching aids, films, outlines, notes, manuals, apparatus, etc., which have been designed, written or constructed by College faculty members with College materials, through College funds, or with technical or clerical assistance provided by the College, is vested in the College. If a faculty member wishes, he/she may discuss details with the College and an agreement may be reached to give copyrights to the instructor.

17.03 BUDGET

- (a) The Kwantlen Educational Advisory Council shall be consulted by the College in the preparation of the proposed annual educational profile.
- (b) The Association will be provided with a copy of the annual proposed educational profile after it has been approved by the College Board except when the College Board determines that the profile has personnel implications.
- (c) The Association will be provided with a copy of the annual educational profile and budget after they have been approved by the College Board and Provincial Ministry of Skills Training and Labour.
- (d) After the College has received approval of its budget from the Ministry and determined its expense plan, a discipline/program may request a copy of the non-salary items in the budget for that discipline/program.

17.04 OPEN MEETINGS

- (a) All scheduled meetings of the College shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Association shall be provided with a reason for such designation.

- (c) A designated member of the Association shall be provided a copy of the agenda and minutes of all open meetings.

17.05 INDEMNITY: LIABILITY INSURANCE

The College will maintain liability insurance during the term of this Agreement, to fully indemnify faculty members to a maximum of \$10,000,000 against judgments arising out of actions brought against faculty members acting in the normal course of their employment with the College.

The College further agrees to retain counsel to defend the faculty member in any such action and to pay the legal costs and necessary disbursements associated with the defence.

The College agrees to inform the Association of any changes in the coverage.

The College further agrees that no reductions will be made by the College in the policy's terms and fiscal limits without prior agreement of the Association. The policy referred to is that policy transmitted by letter dated February 8, 1982, to the Association.

17.06 CONFLICT OF INTEREST

If a faculty member is perceived to be in conflict of interest, the College may take disciplinary action.

ARTICLE 18 - EVALUATION

18.01 EVALUATION

Evaluation by the College of a faculty member's performance shall be carried out by methods developed in consultation between the College and the Association. Any such evaluation shall be constructed and conducted in a fair and reasonable manner.

ARTICLE 19 - HEALTH AND SAFETY

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

19.02 The Association shall appoint one faculty representative to the College's Health and Safety Committee required under Section 4 of the Workers' Compensation Board Industrial Health and Safety Regulations. A copy of all minutes of the Health and Safety Committee meetings shall be forwarded to the Association.

19.03 A faculty member who has reasonable cause to believe that carrying out a work process or operating any tool, appliance, or equipment would create an undue hazard to the health or safety

of any person may refuse to carry out the work process or operate the tool, appliance, or equipment, subject to Section 8.24 of the Industrial Health and Safety Regulations of the Workers' Compensation Board.

- 19.04**
- (a) A faculty member has the right to remove her/himself from any situation in which she/he perceives an immediate threat of violence to her/himself by a student or by another employee of the College. The faculty member has the right to remain away from the workplace if she/he continues to perceive her/himself to remain under threat until such time as the College has taken action to resolve the situation.
 - (b) A faculty member who takes action under (a) must report the fact as soon as possible, along with relevant detail to her/his director.
 - (c) The College will investigate and take action as necessary.
 - (d) If the faculty member is dissatisfied with the result, the faculty member may refer the case to the Workers' Compensation Board.

ARTICLE 20 - EARLY RETIREMENT PLAN

20.01 EARLY RETIREMENT INCENTIVE

The College may offer to any faculty member or a faculty member may apply for one of the early retirement incentive alternatives described herein, provided the faculty member meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to a faculty member.

20.02 ELIGIBILITY

A faculty member who possesses the following qualifications shall be eligible for an early retirement incentive if he/she:

- a) is a regular faculty member on continuing appointment at the time of early retirement;
- b) is age 55 or over;
- c) has a minimum of ten years contributory service under the College Pension Act or as a regular faculty member with the College;
- d) is on the maximum step of the salary scale; and
- e) resigns for the purpose of retirement.

20.03 SELECTION CRITERIA

In considering applications for early retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty members to whom such offers should be given.

- i) Faculty members with the most FTE service shall be given preference.
- ii) In the event that two or more faculty members have equivalent FTE service, faculty members with less time remaining prior to retirement shall be given preference.

20.04 APPLICATION AND AGREEMENT

- a) Application to the plan is voluntary. A faculty member who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible employees. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted annually in response to the College's "letter of interest". The association shall be advised in writing of all applications made by faculty members.
- b) A faculty member has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.
- c) In the event of acceptance of an offer of early retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the President or designate, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements shall be utilized prior to the date of retirement.
- d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

20.05 EARLY RETIREMENT INCENTIVE AND LAY OFF AND RECALL

- a) Where the College deems it possible to offset the impact of the lay off sequence (Article 7.02) through the offering of early retirement incentive to a faculty member (who qualifies as per Article 20.02 above), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through lay off or transfer of another regular faculty member.
- b) Such offers may be made at any time during the year and need not be a part of the exercise described in Article 20.04 above.

- c) Advance notification of layoff or transfer pursuant to Article 7 may be given to the affected regular faculty member while the faculty member to whom early retirement has been offered is considering that offer.

20.06 INCENTIVE ALTERNATIVES AND METHOD OF INCENTIVE PAYMENT

a) Lump Sum Payments

The retiring allowance shall be paid in annual installments, to a maximum of three (3) installments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the faculty member and shall be based on scale salary* without allowances at the date of retirement (i.e. last day worked) in the following amounts):

<u>Full Years to Retirement</u>	<u>Pay Out</u>
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

*This amount could be subject to change by virtue of a new or renewed collective agreement that provided a salary increase applicable on the last day worked.

b) Monthly Payments

The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the retired faculty member, to provide, at the discretion of the retired faculty member, a bridging pension income on or after age 55.

Payments into the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable in a lump sum to the retired faculty member in accordance with Article 20.06 (a) above.

Payments into the Plan or Trust Fund shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired faculty member dies prior to the full retirement allowance being paid into the Plan or Trust Fund, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

20.07 PROTECTION OF MEDICAL BENEFIT COVERAGE

- a) Early retiring employees in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuating Commission when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis by the retiree and Superannuation Committee.

Note: Pensioners who decline the Extended Health benefit coverage at retirement will not be eligible for coverage later unless they can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

- b) Early retiring employees not immediately commencing receipt of a College pension may elect to continue their basic medical and extended health* benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:
- i) written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to date of early retirement;
 - ii) the participant maintains B.C. residency; and
 - iii) the participant prepays all premium costs.

* Coverage may be under a separate group for retirees at a reduced level.

20.08 FINANCIAL COUNSELLING

Each faculty member who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of three (3) hours of consultation is available and the fees for such consultation(s) will be paid by the College to a maximum of \$240.00 per faculty member.

Certification of Entitlement from the Human Resources Department each faculty member will be free to schedule these consultations in whatever manner is most beneficial or convenient to that faculty member.

In addition, each faculty member who is offered early retirement incentive is eligible to attend a College sponsored pre-retirement planning workshop.

ARTICLE 21 - HARASSMENT

21.01 NO DISCRIMINATION

The College and the Association recognize the right of employees to work in, and students to study in, an environment free from discrimination.

The College, except in instances where there is a bone fide occupational requirement, shall not refuse to employ, continue to employ, advance, or dismiss a person, nor shall it discriminate against that person in respect of employment or condition of employment on the basis of: race, colour, ancestry or place of origin, political belief, religion, age*, mental or physical disability, sex, marital status, sexual orientation, or conviction for a criminal or summary conviction charge that is unrelated to employment.

The foregoing shall not be interpreted as prohibiting the parties from entering into an employment equity program.

*For the purposes of this article, age means age as defined under the B.C. Human Rights Act.

21.02 SEXUAL HARASSMENT

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

The parties agree that proven sexual harassment is a violation of an employee's rights, dignity and personal well-being. Where complaints of sexual harassment are substantiated, appropriate disciplinary measures, up to and including dismissal are supported and endorsed by the parties.

Sexual harassment is defined as unwelcome conduct and/or comments of a sexual nature that detrimentally affect the work environment or lead to adverse job related consequences.

Sexual harassment includes, but is not limited to, sexual advances and requests for sexual favors, such as:

- An implied or expressed promise of reward for complying with a sexually oriented request;
- A reprisal, or an implied or expressed threat of reprisal, directed at one's employment for refusing to comply with a sexually oriented request;
- A denial of opportunity, or the express or implied threat to deny an opportunity, for refusing to comply with a sexually oriented request.

Other examples of sexual harassment include:

- Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, and sexist jokes that are by their nature embarrassing or offensive.
- Unwelcome and unnecessary remarks about a person's body, clothing or sexual activities.
- Displays or distribution of pictures, posters, calendars, objects, literature or other materials that are sexually suggestive, sexually demeaning or pornographic.

The legitimate study, display, use or distribution of topics, material or art forms of a sexual nature that are within appropriate academic norms is not considered sexual harassment.

- Unwanted and unnecessary touching, patting, pinching, or other suggestive physical contact.
- Sexual looks, such as leering and ogling with sexual overtones.
- Suggestive comments or gestures.
- Compromising invitations.
- Constant brushing up against a person's body.

21.03 PERSONAL HARASSMENT

Personal harassment by either employees or employer representatives is defined as repeated offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment.

Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered harassment - may also constitute harassment.

Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.

Examples of personal harassment include, but are not limited to:

- Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
- Implied or expressed threat or reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
- Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.

The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

21.04 PROCESS

1. Faculty members may process complaints about harassment through the grievance procedure commencing at Article 16.02 (e):
 - i) Where a person who is the subject of a grievance is the management representative at any step of the grievance procedure then the Association may bypass that step of the procedure;
 - ii) Association representatives in the course of investigating a complaint of harassment and management representatives in the course of investigating a grievance of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
 - iii) An Arbitrator in the determination of a grievance of harassment shall take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;
 - iv) Where the grievor and the person who is the subject of the grievance are both members of the bargaining unit, then the Arbitrator seized with the grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the person who is the subject of the grievance;
 - v) If it is determined necessary to separate the work locations of the grievor and the person who is the subject of the grievance, it is agreed that the grievor will not be moved against his/her wishes.

- vi) No information relating to the personal background or lifestyle of the grievor, or the person who is the subject of the grievance, shall be admissible during the grievance or arbitration process.
2. In the event that a faculty member is the subject of a grievance under this article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested by management in connection with these allegations.
 3. Faculty grievors have the right to Association representation at all meetings, interviews and hearings where the grievor's presence is requested in connection with these allegations.
 4. All formal grievances under this Article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should be filed no later than six (6) months after the last event in the series on which the complaint is based.

The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.
 5. If the grievor chooses to file a simultaneous complaint with the Human Rights Commissions, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint.

ARTICLE 22 - WORKLOADS

22.01 The parties agree to the following provisions relating to faculty workload.

- (a) The registration limits for all courses currently offered by the College in the academic, career and technology areas are 35 unless established by practice as lower, excepting:
 - (i) Electronics Technology and Automation/Robotics which are at 40.
 - (ii) Swing shifts where the limit is the correct multiple of the number of sections involved.
 - (iii) Multiple sections where the limit is the correct multiple of the number of sections involved.

Where the utilization level(s) for educational activity in the theatre(s) at Surrey and Langley Campuses is/are below the previously established (1991-92) Surrey theatre educational activity utilization level, the College may require an instructor to teach in this mode.

- (b) The registration limits for English are as follows:
 - (i) Writing and Composition Courses - 25
 - (ii) Writing Skills -17
 - (iii) Creative Writing - 22
 - (iv) Literature - 35
- (c) Registration limits will be measured at the end of late registration.

- (d) The College will supply, in consultation with program faculty and within its budget allocation, contract faculty to help with peak periods of critiquing of student work in Interior Design where such a need is identified.
- (e) For continuous intake, self-paced day students only, 1/4 time students shall count as 1/3 time, and 1/2 time students will count as 2/3 time in determining workload in Adult Basic Education.
- (f) Student/instructor ratios in ABE are as follows:
 - (i) Intermediate/Advanced Provincial Level Courses -19/1
 - (ii) Fundamental (non-literacy) Level Courses -16/1
 - (iii) Literacy Level Courses -13/1

The above stated limits are subject to alteration if the Ministry changes the formula for funding these classes; generally, as the weighting factor continues to be adjusted upward, the student/instructor ratio will be adjusted downward and vice-versa. The parties agree that workload levels shall be tied to funding levels.

IN WITNESS HEREOF each of the parties have caused this Agreement to be signed by its duly authorized representatives.

FOR THE ASSOCIATION

M Beresford
J. Campbell
D. Currie
J. Gillis
I. MacLeod
M. Shaw

FOR THE COLLEGE

D. Francis
L. McKinlay
J. Slattery
J. Thachuk
E. Woods

ALPHABETICAL INDEX

- ASSIGNMENT OF OTHER DUTIES, **5**
- BENEFITS
 - DENTAL PLAN, **34**
 - GROUP LIFE INSURANCE, **31**
 - LONG TERM DISABILITY, **35**
 - PENSION, **35**
 - SHORT TERM ILLNESS PLAN, **34**
- BUDGET, **43**
- CANCELLATION FEE, **23**
- CONFLICT OF INTEREST, **44**
- CONTACT HOURS, **24**
- CONTRACTING OUT, **5**
- CONTRACTS
 - GUIDED STUDY COURSE, **22**
 - TERMINATION, **15**
 - WRITTEN, **8**
- CONVENORS AND COORDINATORS, **11**
- COPYRIGHT, **43**
- COUNSELLORS AND LIBRARIANS, **25**
- COURSE PREPARATIONS, **25**
- CROSS COLLEGE MEETING TIMES, **27**
- DEDUCTION
 - DUES, **6**
- DEDUCTIONS
 - HEALTH AND WELFARE, **35**
- DEFINITIONS
 - COMMON-LAW SPOUSE, **4**
 - CONTRACT, **2**
 - EMPLOYMENT, **3**
 - FULL-TIME EQUIVALENT SERVICE, **4**
 - FULL-TIME REGULAR, **2**
 - INSTRUCTOR, **3**
 - PART-TIME REGULAR, **1**
 - PROBATIONARY CONTRACT, **3**
 - REGULAR, **1**
 - REGULARIZATION, **2**
 - TEMPORARY, **2**
- DISPUTE RESOLUTION
 - ARBITRATION, **39**
 - DISCIPLINE, SUSPENSION AND DISMISSAL, **41**
 - EXPEDITED MEDIATION ARBITRATION, **41**
 - GRIEVANCE PROCEDURE, **38**
 - INTERPRETATION, **38**
 - PROBATIONARY TERMINATIONS, **42**
 - REMEDIATION, **40**
- EDUCATIONAL LEAVE, **30**
- EVALUATION, **44**

ALPHABETICAL INDEX CONT'D

FACULTY ASSOCIATION, **5**
 BUSINESS, **7**
 HARASSMENT
 PERSONAL, **50**
 SEXUAL, **49**
 HEALTH AND SAFETY, **45**
 HOLIDAYS
 GENERAL, **26**
 VACATION, **23**
 INSURANCE
 INDEMNITY LIABILITY, **44**
 REIMBURSEMENT FOR BUSINESS CLASS VEHICLE INSURANCE, **26**
 INTERVIEW HOURS - STUDENT, **25**
 LAYOFF AND RECALL, **18**
 PROBATION, **19**
 LEAVE OF ABSENCE
 BEREAVEMENT LEAVE, **27**
 FACULTY ASSOCIATION LEAVE, **8**
 JURY DUTY AND COURT APPEARANCE, **27**
 MATERNITY AND ADOPTION LEAVE, **29**
 POLITICAL, **29**
 SECONDMENT/EXCHANGE LEAVE, **30**
 WITHOUT PAY, **28**
 WITHOUT PAY CONTRACT FACULTY, **28**
 MANAGEMENT RIGHTS, **5**
 MANDATORY RETIREMENT, **15**
 MEMBERSHIP (PROFESSIONAL) DUES AND FEES, **27**
 NORMAL DUTIES, **23**
 OFFICE SPACE, **26**
 OPEN MEETINGS, **44**
 ORIENTATION, **38**
 OVERLOAD, **10**
 PERSONNEL POLICIES, **43**
 PICKET LINES, **7**
 PROBATIONARY PERIOD, **12**
 CONTRACT FACULTY, **13**
 PROFESSIONAL DEVELOPMENT, **36**
 PROGRAM, **38**
 RETIREMENT PLAN (EARLY)
 BENEFIT OPTIONS, **47**
 ELIGIBILITY, **45**
 FINANCIAL COUNSELLING, **48**
 SALARY SCHEDULES
 CONTRACT FACULTY, **22**
 FULL TIME REGULAR FACULTY, **20**
 RECONSIDERATION, **22**
 STARTING SALARY, **22**

ALPHABETICAL INDEX CONT'D

SEARCH PROCEDURES

CONTRACT FACULTY, **10**

REGULAR AND TEMPORARY FACULTY, **9**

SEARCH PROCEDURES

ACADEMIC ADMINISTRATORS, **14**

ADMINISTRATORS MOVING INTO FACULTY POSITIONS, **14**

SICK LEAVE

CONTRACT, **35**

REGULAR & TEMPORARY, **34**

TECHNOLOGICAL CHANGE, **16**

TERM OF AGREEMENT, **1**

TRAVEL, **25**

WORKLOADS, **51**

LETTER OF UNDERSTANDING
FACULTY PERFORMANCE REVIEW

Probationary faculty will be required to demonstrate their ability to meet the College's performance criteria. It is expected that most post-probationary faculty will meet the College's performance criteria and engage in professional development as a matter of course. For these faculty, the review process should be designed to facilitate their further development as competent, conscientious professionals.

Objectives of faculty performance review system:

1. To ensure a quality learning experience is provided to students.
2. To maintain a competent and conscientious faculty.
3. To encourage faculty members to continually develop their acumen and skills, and where appropriate, to identify and address areas requiring improvement.
4. To determine whether probationary faculty members are meeting established performance criteria and whether post-probationary faculty are continuing to meet established performance criteria.

Principles, Guidelines and Proposals

1. All performance review processes must be fair and objective.
2. All performance criteria must be stated explicitly and applied consistently.
3. All conclusions in review reports must be clearly stated in writing and objectively supported.
4. The review system for probationary faculty is primarily summative. The purpose of summative review is to determine a faculty member's competence and suitability to continue employment.
5. The review system for post-probationary faculty is primarily formative. The purpose of formative review is to encourage ongoing professional growth in pursuit of excellence. Periodically a written appraisal report will be prepared and placed in the personnel file.
6. Identified areas for improvement may require remedial support which may include professional development, educational leave and/or reference to the employee assistance program.
7. Serious performance problems, or recurring performance issues that are not resolved through the formative evaluation process may be addressed by the College as needed. Performance problems should be dealt with immediately as they are identified, and relevant documentation will be shared with the faculty member and will be kept in the faculty members personnel file.
8. Professional development is an important component of faculty performance appraisal; therefore, written reports on professional development activities from faculty will be appended to the self-evaluation component of the performance appraisal report.

Performance Review Committee

The Performance Review Committee will make recommendations to revise the existing performance review system in accordance with the above principles and objectives.

A. Probationary Faculty:

1. The recommendations of this Committee regarding probationary faculty review will be implemented as soon as possible following approval by the College.
2. Any further changes to the performance review system will be made in consultation with the KCFA in accordance with Article 18.01.

B. Post-Probationary Faculty:

1. A preliminary report regarding post-probationary faculty review will be submitted to the College Administration and the Faculty Association by April 29, 1994.
2. The parties shall jointly provide instruction to the Committee concerning amendments, additions and deletions by June 6, 1994.
3. A final report will be prepared by the Committee and presented to the parties by July 7, 1994.
4. Recommendations for the post-probationary faculty review will be implemented as soon as possible following mutual agreement by the parties.

LETTER OF UNDERSTANDING**WORKLOAD COMMITTEE**

The parties agree to the formation of a joint committee, or committees, to investigate the workload of faculty in different areas of the College; to examine how College work and goals could be achieved in more effective ways; to take advantage of innovation funds potentially available from the Ministry and to make recommendations for Labour Management Committee, and, if necessary, for the next round of collective bargaining.

LETTER OF UNDERSTANDING

CE COURSES - JURISDICTION

Notwithstanding Article 3.01, the parties agree that Continuing Education courses in the following areas will be taught, commencing April 1, 1992, by contract faculty covered by the terms and conditions of the Kwantlen College Faculty Association Collective Agreement.

Office Administration and Automated Office Applications
Adult Basic Education
Adult Special Education
Child Care
CAD Drafting
Appliance Repair
House Construction
Refrigeration
Upholstery

This Letter of Understanding expires when the Collective Agreement expires.

LETTER OF UNDERSTANDING

APPLICATION FOR CONVERSION - C.E. PROGRAMS

The Parties agree that, when any program or activity offered by Continuing Education meets the following criteria, the College will apply to the Minister of Skills Training and Labour to have that program or activity included in the College's regular Program Profile:

- offered annually for a period of 24 months and/or
- offers a College Citation upon completion

This Letter of Understanding expires when the Collective Agreement expires.

LETTER OF UNDERSTANDING

EMPLOYMENT EQUITY

The parties agree that a joint committee will be struck to review possible employment equity initiatives and to make recommendations relative to such initiatives.

Employment equity initiatives will target the four designated groups defined by the Employment Equity Act (Canada): women, aboriginal peoples, persons with disabilities, and persons, who because of their colour or race, are a visible minority in Canada.

Where such recommendations have an impact on the terms of this Agreement, Article 16.08 will apply.

LETTER OF UNDERSTANDING

BETWEEN

KWANTLEN COLLEGE

AND

KWANTLEN COLLEGE FACULTY ASSOCIATION

RE: LONG TERM DISABILITY PLAN

The KCFA and the College agree to jointly seek a carrier for L.T.D., after 26 weeks, paid for by faculty members to a maximum premium of \$45.75 a month. Such new coverage will take effect April 1, 1994, or any monies paid by faculty to find such an L.T.D. plan will be held in escrow until it is in place.

LETTER OF UNDERSTANDING

BETWEEN

KWANTLEN COLLEGE

AND

KWANTLEN COLLEGE FACULTY ASSOCIATION

RE: UTILIZATION OF U.I.C. SAVINGS

The parties agree that any savings realized by the U.I.C. reduction program will accrue to the College to be applied as an offset against the total cost of providing the health and welfare benefit plans pursuant to Article 14.

LETTER OF UNDERSTANDING

CONVENERS/COORDINATORS

No new Conveners/Coordinators, or increased time release for same, will be provided within the life of this agreement.

CONVENER FUNCTIONS

1. Curriculum Related Functions

a) Curriculum Maintenance

- ensures Discipline Curriculum Committee(s) is (are) formed and meets (meet)
- forwards agenda items to the Departmental Curriculum Committee
- assists with review of curriculum and course outlines every three years
- assists with curriculum development and revision
- assists with annual review of learning materials

b) External Articulation and Liaison

- ensures faculty representation on Articulation Committee(s) and ensures distribution of meeting reports to faculty and Director
- ensures that Director and faculty are current on articulation issues
- liaises or facilitates liaison, when required, with outside agencies such as professional associations and industry
- participates in, and assists with, discipline advisory committee(s) where appropriate

c) Coordination of Information related to the Discipline(s)

- collects and provides input for the College calendar, brochure, applicant information packages, etc.

2. Budget Related Functions

a) Educational Planning

- collects and provides input for the discipline's(s) annual Educational Plan

b) Budget Planning

- provides to the Director the discipline's(s) operating and capital budget needs

c) Budget Monitoring

- assists the Director in monitoring the discipline's(s) operating and capital budgets

3. Facilitative Functions

a) General

- acts as the initial discipline contact person for the Director
- participates in and assists with discipline specific events
- convenes or attends meetings regarding the discipline(s) as necessary

b) Collegial Activities

- assists with orientation of new faculty and staff to the discipline(s) and ensures distribution of course related materials
- ensures annual elections of faculty to the discipline's(s) search committee(s)
- provides advice from the discipline's(s) search committee(s)

- coordinates common examinations, as required, for the discipline(s)
- coordinates textbook orders

Note: All references to "Discipline" in these convener Functions should be understood to include programs as well

COORDINATOR FUNCTIONS

1. Curriculum Related Functions

a) Curriculum Maintenance

- ensures that a Program Curriculum Committee is formed and meets
- forwards agenda items to the Departmental Curriculum Committee
- assists with review of curriculum and course outlines every three years
- assists with curriculum development and revision
- assists with annual review of learning materials

b) External Articulation and Liaison

- ensures faculty representation on Articulation Committee(s) and ensures distribution of meeting reports to faculty and Director
- liaises and articulates with similar programs throughout the Province
- ensures that Director and faculty are current on articulation issues
- liaises or facilitates liaison, when required, with outside agencies such as professional associations and industry
- participates in and assists with, the program advisory committee

c) Coordination of Information Related to the Program

- collects and provides input for the College calendar, brochures, applicant information packages, etc.

2. Budget Related Functions

a) Educational Planning

- collects and provides input for the program's annual Educational Plan

b) Budget Planning

- provides to the Director the program's operating and capital budget needs

c) Budget Monitoring

- assists the Director in monitoring the program's operating and capital budgets

3. Student-Related Functions

a) Student Intake

- assists with student intake, including EIC liaison, interviewing and orienting students and liaising with Admissions

b) Clinical/Practicum Placement

- identifies, locates and arranges clinical or practicum placements in programs where there is a component of clinical or practicum placement

4. Facilitative Functions

a) General

- acts as initial contact person for the Director on program and academic matters
- participates and assists with program specific events
- convenes or attends meetings regarding the program as necessary

b) Collegial Activities

- assists with orientation of new faculty and staff to the program and ensures distribution of course related materials
- ensures annual elections of faculty to the program's search committee
- provides advice from the program to the Director in the planning and scheduling of courses
- coordinates common examinations, for the program
- coordinates textbook orders

Appendix**CONVENERS**

These discipline groupings are for the purposes of Article 4.05 only.

TIME ASSIGNMENT

Humanities and ELT	
Creative Writing/English	1/4
Communications	1/8
Modern Languages	1/8
Philosophy/Humanities	1/8
ELT	1/8
ESL	1/8
Fine Arts	1/4
Social Sciences and Related Studies	
Criminology	1/4
Psychology	1/4
Anthropology/Sociology	1/8
History/Political Science	1/8
Music	1/4
Science, Mathematics and Technology	
Biology	1/4
Chemistry	1/8
Electronics/Automation	1/4
Geography/Geology	1/8
Mathematics	1/8
Physics/Applied Science	1/4
Environmental Protection Tech.	1/8
Business and Career Specialties	
Accounting	1/4
Business	1/4
CBS/CS/CIS	1/4
Economics/Business Admin.	1/8
Marketing	1/8

Appendix**COORDINATORS****TIME ASSIGNMENT**

ABE (*1/4)	1/6
ASE	1/6
Appliance Repair	1/8
Automotive	1/4
Diploma Nursing	1/4
EEAW	1/4
Grad Nurse EAL (*1/4)	1/5
Early Childhood Education (*1/4)	1/5
Fashion	1/4
Graphics	1/4
Human Service Program	1/4
Interior Design	1/4
LTC Aide (*1/4)	1/8
Office Administration (*2/5)	1/4
Welding	1/4
Mass Communications and Journalism	1/4
Public Safety Communications	1/8
Greenhouse Technology	1/10
Turf Management	1/10
Landscape Design Technology	1/10

* The existing incumbent will continue to receive time assignment at the higher level for the remainder of his/her term(s)