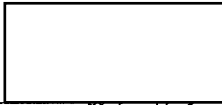


**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

The parties agree to recommend this Memorandum of Agreement to their respective principals.

Signed by the parties at Courtenay, British Columbia on March 30, 2007

For the Union:



Paul Whyte  
Chief Bargainer, NICFA

For the Employer:



Jennifer Holden  
Director, Human Resources, NIC



Bill McConnell  
President, NICFA



Martin Petter  
Vice-President, Education

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**MEMORANDUM OF AGREEMENT**

**LOCAL AGREEMENT**

**Between**

**NORTH ISLAND COLLEGE**

**And**

**NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**For the term of**

**April 1, 2007 to March 31, 2010**

February 23, 2007

**1.2 TERM OF AGREEMENT/CONTINUATION**

- 1.2.1 This Agreement is binding on the respective parties from April 1, 2007 to March 31, 2010.

(Note: It is recognized that the term of the agreement flows from the Common/Sectoral Agreement

Article 1.2.1 of the Local Agreement includes this term as well.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 5, 2007

- 2.5.4 All Union Dues and initiation fees or assessments so deducted shall be remitted by the Employer to the **Treasurer** of the Union within seven (7) working days after the date said deductions were made. The monies shall be remitted together with a list of the names of the employees from whom such deductions were made, the amount of the deduction made on behalf of each employee, the address and telephone number of the employee, and the employee payroll number.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 17, 2007

3.5.7 TIME FOR DEPARTMENT CHAIRS

- (a) The time to perform Department Chair duties shall normally be between the limits of twenty (20%) percent and sixty (60%) **per cent**, and shall be determined jointly by the Dean and the Department.
- (b) The time for Department chair duties may be release from or an addition to the work assignment.

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**January 5, 2007**

6.0           **PROBATIONARY EMPLOYEES, SENIORITY, HIRING,  
RELOCATIONS, AND LAYOFFS**

Change to Title: "probationary employees" is not to be bolded in the title in the Collective Agreement.

March 8, 2007

6.1.1 PROBATIONARY EMPLOYEE

- (a) **No Change**
- (b) **The names of the employees regarded as probationary shall be placed on the seniority list with their probationary status noted as either RP (regular probationary) or SP (sessional probationary).**

January 5, 2007

6.1.2 EVALUATION OF A PROBATIONARY EMPLOYEE

Every probationary employee shall be evaluated at least once in the probationary period but not normally earlier than four (4) months into the appointment.

Delete

~~(b) — Every probationary employee shall be evaluated at least once in the probationary period. Regular probationary employees will not normally be evaluated earlier than four (4) months into the appointment.~~



**January 5, 2007**

**6.1.3 EXTENSION OF PROBATION PERIOD AND TERMINATION OF A  
REGULAR, PROBATIONARY EMPLOYEE DURING PROBATION**

**No change in language but change in numbering and order of clauses in the Article.**

- (a) A probationary regular employee shall not be terminated for reasons associated with job performance until an evaluation has been performed in accordance with the procedures described in this Agreement.
- (b) In special circumstances, the probationary period may be extended by the Employer, in consultation with the appropriate Department Chair, for an additional six (6) months to permit improvements in performance. Such an extension will not be construed as disciplinary action. The Union shall be advised, in writing, when the probationary period of a faculty member is extended.
- (c) When a regular probationary employee has been evaluated as stipulated in Article 7 of this Agreement, and when that evaluation has indicated that the employee is not suitable for a regular position, the College will give a minimum of two (2) month's written notice to the employee that his/her performance has been deemed unsatisfactory and that employment will be discontinued at the conclusion of the probationary period.

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

March 8, 2007

Delete

6.1.4 After successful completion of the probationary appointment, the name of the employee shall be placed on the seniority list in order of the original date of employment.

Remove from discussion

Articles proposed – 6.2.3 (c) and (d)/ 6.2.4 related to forfeiting seniority

HR will implement a process that informs a member of faculty that their seniority is forfeited upon resignation, retirement, or termination of employment

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

January 9, 2007

7.10 EVALUATION OF SESSIONAL EMPLOYEES LESS THAN 50%  
OR FOUR MONTHS OR LESS, AND CASUAL EMPLOYEES.

~~(The process for Article 7.10 is in development)~~

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 9, 2007

7.11.3

Delete

~~7.11.3 (v) modification of the expectations of the role.~~

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 12, 2007

9 WORKLOAD

- 9.1.1 (a) The College's normal hours of operation for credit courses are 8:30 a.m. to 10:00 pm on Monday to Thursday and 8:30 am to 5:30 pm on Friday. ~~Notwithstanding these hours,~~
- 9.1.1 (b) The regular hours of work for Faculty shall normally be between 8:30 am and 5:30 pm, Monday to Friday with a one-half (0.5) or one (1) hour lunch period as near to midday as the class schedule permits.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

Article 9.2.1 (b)

Current Language

- 9.2.1 (b) Assignment of duties and responsibilities must be established and approved no later than thirty (30) workdays before the assignment is to begin, and faculty shall be notified of their assignment in writing at this time. The Employer shall also provide the Union with a summary of all workload assignments.

REPLACE WITH NEW LANGUAGE

- 9.2.1 (b) Assignment of duties and responsibilities must be established and approved **by the Dean or designate**, no later than thirty (30) workdays before the assignment is to begin, and faculty shall be notified of their assignment in writing at this time. The Employer shall also provide the Union with a summary of all workload assignments.

# NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

February 26, 2007

## 9.2.2 (a) SCHEDULING OF DUTIES

Current Language

Scheduling of courses shall be coordinated by the regional campus administration, in consultation with the centre/campus employees and instruction Dean or designate. In determining faculty schedules, the appropriate administrator shall make every effort to act in accordance with stated faculty preferences, recognizing that the needs of students must be the first consideration. Seniority shall be used as the deciding factor when conflicts between faculty preferences can be resolve in no other way

**Replace with**

## 9.2.2 SCHEDULING OF COURSES

Scheduling of courses shall be coordinated **centrally by the Registrar or designate, under the direction of the Vice-President, Education or appropriate designate.** In determining faculty schedules, the appropriate administrator shall make every effort to act in accordance with stated faculty preferences, recognizing that the needs of students must be the first consideration. Seniority shall be used as the deciding factor when conflicts between faculty preferences **cannot be resolved in any** ~~no~~ other way.

**Last Sentence: Seniority shall be used as the deciding factor when conflicts between faculty preferences cannot be resolved in any other way.**

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

January 12, 2007

9.5.1 (xi) Correct a clause number embedded in Article 9.5.1 – current clause refers to Article 9.18.1 and should be **9.17.1**

- (xi) Three (3) hours of direct travel to and from a teaching location other than the work location, as assigned **in 9.17.1**, when the employee teaches in more than one College campus/centre on the same day or when the employee teaches in a campus/centre located more than sixty (60 km) from the home campus/centre.



**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**Letter of Understanding**

**Between  
North Island College**

**and the**

**North Island College Faculty Association**

**Subject: Use of Article 9.7 (Course Preparation in Academic and Career Programs)**

This Letter of Understanding shall only be in force for the life of this Collective Agreement.

The parties share an interest in maximizing student enrolments in College courses. One way of doing this for areas where enrolment levels are a cause for concern, may be to assign faculty to prepare up to four (4) different 3-credit courses in a given semester.

In such cases, the Dean will provide an explanation to the faculty member(s), showing how an additional preparation in a semester or semesters will address a pattern of under-enrolment in a discipline or program. The definition of under-enrolment for these purposes will follow Article 9.10.2(a) – i.e. a workload more than 25% below the maxima defined in Article 9.10.1. Following a period of consultation, a decision will be made. In those cases where the Dean continues to believe that additional preparations are necessary, consent by the faculty member(s) involved will not be unreasonably withheld.

Notwithstanding the above, a faculty member who is teaching a new course shall not be assigned more than three (3) preparations in the first semester that the new course is taught, except by mutual agreement.

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

\_\_\_\_\_  
Paul Whyte  
Chief Bargainer, NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources

\_\_\_\_\_  
Bill McConnell  
President, NICFA

\_\_\_\_\_  
Martin Petter  
Vice-President, Education

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

February 23, 2007

Current

- 9.10.1 (c) The calculation of student numbers for determining workload shall take place on the last day that a student can obtain a refund of course fees.

**Change to:**

- 9.10.1 (c) The calculation of student numbers for determining workload ~~shall take place on the last day that a student can obtain a refund of course fees~~ shall be based on enrolments at the Stable Enrolment date (i.e. the last day students can register).

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 5, 2007

- 9.14.3 Each regular full-time instructional employee may be assigned a maximum of ten (10) **working** days of curriculum development time in each year. Additional time may be scheduled by mutual agreement between the employee, the Department Chair and Dean

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 12, 2007

Article 10 2

Article 10.2.2 (a) Vacation dates will be mutually agreed between the employee and the Employer. Vacations shall normally be taken at times free from assigned instructional duties.

New

10.2.2 (b) **All vacation entitlement earned in an academic year is deemed to have been used unless alternative arrangements have been made with the Dean.**

10.2.2 (c) **When a faculty member is required to work during his or her vacation period resulting in vacation carryover, the Dean will authorize the vacation carryover in advance of the work being performed. Normally, such vacation carryover shall not exceed ten (10) working days.**

10.2.2 (d) **If vacation carryover cannot be used by the end of the following academic year following the year it is earned, then the College will arrange to payout such carryover.**

**Note: Amendments to form "APPLICATION FOR VACATION AND LEAVE OF ABSENCE" will be made to reflect the above changes.**

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

January 17, 2007

10.3 SICK LEAVE AND DISABILITY BENEFITS

10.3.4 Employees covered by this plan shall retain sick leave banks accrued up to but not beyond March 31, 2002. ~~The local provision for use of those sick leave banks shall continue to apply.~~

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 5, 2007

10.5.1 MATERNITY LEAVE

~~Effective April 1, 2002~~, An employee, on written request, is entitled to maternity leave in accordance with the Common Agreement.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 5, 2007

10.7 PARENTAL LEAVE

~~Effective April 1, 2002~~, An Employee, on written request, is entitled to parental leave in accordance with the Common Agreement.

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

January 5, 2007

10.9 Benefits while on Maternity & Parental Leave

Note: Add title only for clarity



NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 12, 2007

11 PROFESSIONAL DEVELOPMENT ~~COMMITTEE~~

11.2 FUNDING OF PROFESSIONAL DEVELOPMENT

11.4.1 Delete "~~Joint~~" from Article 11.4.1

11.4 PROFESSIONAL DEVELOPMENT COMMITTEE

11.4.1 The ~~Joint~~ Professional Development Committee will consist of one member appointed by the College and two members elected by the Union. The Professional Development Committee shall be coordinated by the Director, Human Resources who shall be the non-voting member of the Committee.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 5, 2007

11.2.3 The Professional Development Fund shall normally be allocated as follows:

- 40% In-service professional development
- 60% Assisted ~~short-term~~ professional development leave

Replace

- 40% In-service professional development
- 60% Assisted professional development leave

# NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 9, 2007

Note: Existing Language – re-ordered for clarity and flow; split language to 11.6.4 and new 11.6.5 with “funding” added to 11.6.5 (b) for clarity.

## 11.6.4 ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) Each Employee shall produce an annual professional plan.
- (b) Employees shall submit details of proposed professional development activities to their Department Chairs at least two (2) months prior to the start date of the activity, unless special circumstances justify shorter notice.
- (c) All professional development activities shall be authorized by the appropriate Dean or designate on the basis of recommendations received from the Department Chair in consultation with their departments. Authorization shall not be unreasonably withheld, and reasons for denial shall be given in writing.

In the event there is no Department Chair, faculty may seek written support of their applications from other colleagues or the Department Chair of the most closely related Department.

- (d) On completion of the professional development activity, the employee shall submit a report describing the activity to the Department Chair, with a copy to the Dean.

## 11.6.5 FUNDING FOR ANNUAL PROFESSIONAL DEVELOPMENT ACTIVITIES

- (a) The Professional Development Committee shall publish separately the application procedures and advance notice required.
- (b) Employees shall submit requests for professional development **funding** to the Professional Development Committee.

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

January 9, 2007

Note: Deferred Salary Leave Section removed from Article 11 – Professional Development and inserted in Article 10 – Leaves

11.10 DEFERRED SALARY LEAVE

Delete Deferred Salary leave from Article 11 10 and Reinstate in Article 10.13

Article 10.13 DEFERRED SALARY LEAVE

Add current 11.10 to Article 10.13

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**January 5, 2007**

12.7.2 Waiver of Enrolment in the College Pension Plan

A new employee already in receipt of a pension under the BC Pension Plans, **or a recognized pension plan from BC or another Province**, may waive the right to enrolment in the College Pension Plan.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

Package

Article 13.1.3. Severance (Waiving the Right to Severance)

Delete

~~13.1.3 For the first two years of employment after regularization, the right to severance pay shall be waived, but thereafter severance pay shall be calculated on the basis of the total years of service.~~

Article 13.1.4 renumber to Article 13.1.3

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**January 5, 2007**

14.2.2      **QUALIFICATIONS AT THE TIME OF HIRING**

- (a)      The minimum placement upon hiring shall be Step Eleven (11).

14.2.5      **MAXIMUM INITIAL PLACEMENT – NEW EMPLOYEES**

- (a)      The maximum initial placement for new employees shall be Step Five (5) on the salary scale.

14.2.6      **SESSIONAL AND CASUAL EMPLOYEES**

The salary scale and placement procedures shall apply to sessional and casual employees, to a maximum of Step Eight (8).

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**January 5, 2007**

Formatting for Letters and Memorandums of Understanding/Agreement

The Parties agree to adopt a single format for such documents. It was agreed that such documents would be titled – Letter of Understanding



NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 9, 2007

15.1 EMPLOYEE ASSISTANCE PROGRAM

~~During the life of this Collective Agreement, the parties agree to maintain an Employee Assistance Program, which will include:~~

- ~~(a) Employer and employee contributions~~
- ~~(b) Provisions to ensure confidentiality~~
- ~~(c) Access to an independent counselor~~

Article 15.1. EMPLOYEE ASSISTANCE PROGRAM

The College agrees to maintain an Employee Assistance Program.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 17, 2007

15 8.5 OCCUPATIONAL FIRST AID CERTIFICATE PREMIUM

A monthly premium shall be paid to employees who are required by the College to hold an **Occupational** First Aid Certificate. The premiums shall be as follows:

| Certificate Grade Required |   | Monthly Premium |
|----------------------------|---|-----------------|
| A                          | 3 | \$55.00         |
| B                          | 2 | \$45.00         |
| C                          | 1 | \$35.00         |

Agreed to update "Occupational" and numbers of certificates from ABC to 3, 2, and 1

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

15.16.1 Delete

15.16.2 Delete

15.16 MOVEMENT OF FACULTY BETWEEN FACULTY AND ADMINISTRATIVE POSITIONS

Current

In the event that members of the Union apply for positions within Administration, the Union members shall have priority over external applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.

Change

- (a) In the event that **regular faculty** members of the Union apply for positions within Administration **that have an instructional focus**, the **regular faculty** members shall have priority over external applicants, provided they meet the criteria of the job description of the position, including qualifications and experience.

**For the purposes of Article 15.16.3 (a) Instructional focus is defined as Dean and Associate Dean (if position is created).**

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

LETTER OF UNDERSTANDING ON Article 15.16.3

To be read in conjunction with the Union's 15.16.3 Proposal dated March 19, 2007  
March 26, 2007

Letter of Understanding  
Between  
North Island College  
And  
North Island College Faculty Association

Subject: Selection of Instructional Administrators

The College has stated its concerns about the continued inclusion of Article 15.16.3 in the Collective Agreement. NICFA has stated its concern that its members will be denied the possibility of moving into administrative positions if this Article is removed. It is agreed between the Parties, therefore, that the operation of Article 15.16 shall be suspended while the parties explore ways to ensure that faculty and management needs are met in the hiring of instructional administrators.

To this end, a joint working group shall be established to clarify common interests and develop a process for the hiring of instructional administrators which recognizes and reflects these interests. The working group will have the following terms of reference:

1. **Composition of the Working Group:** Two members representing faculty and two members representing the employer. The Vice President, Education will serve as non-voting chair.
2. **Timeframe:** The Working Group will make every effort to have its recommendations ready for consideration by the NIC/NICFA Labour-Management Committee by the end of November, 2007. If further time is required, an extension to the timeline will be requested from the Labour-Management Committee. This extension shall not exceed a further six (6) months
3. **Process:** The following are the key steps in the process to be implemented under this LOU:
  - a The Working Group submits a draft LOU with a rationale to the NIC/NICFA Labour-Management Committee;
  - b The Labour-Management Committee considers the draft LOU to replace Article 15.16 in the Collective Agreement;
  - c Following the Labour-Management Committee's deliberations, the draft LOU may be accepted or referred back to Working Group for further consideration;
  - d Once accepted, the draft LOU will replace Article 15.16 in the Collective Agreement;

## NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

- e. Only if the draft LOU is not accepted by the Labour-Management Committee and if and when both Parties agree that no further discussion of this issue is likely to be productive, will the suspension of Article 15.16 be brought to an end.

### 4. Guiding Principles:

- a. Internal applicants will be given the opportunity to receive full consideration for vacant instructional administrative positions;
- b. The College will be satisfied that a successful candidate meets all the criteria for the position in question;
- c. The selection process will be clear, inclusive and consultative.

### 5. Issues to be considered include:

- Composition of selection committee
- Selection committee procedure
- Selection criteria
- Consideration of internal applicants
- Consideration of external applicants
- Recommendation to President

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

NORTH ISLAND COLLEGE AND NORTH ISLAND COLLEGE FACULTY ASSOCIATION

Agreement to remove from NIC/NICFA Collective Agreement  
Article 15.16.1 and 15.16.2

Tabled January 4, 2007 by NIC and January 12, 2007 by NICFA  
Confirmed by both parties for removal from NIC/NICFA Collective Agreement  
March 14, 2007

~~15.16 RIGHT OF AN ADMINISTRATOR TO TEACH OR RETURN TO TEACHING~~

~~15.16.1 RIGHT OF AN ADMINISTRATOR TO TEACH~~

- ~~(a) The right of an administrator to teach is recognized, subject to the following provisions:~~
- ~~(i) The administrator must possess the qualifications and experience requisite to the assignment.~~
  - ~~(ii) The assignment shall not exceed one course at any time, with associated labs, seminars and workshops, if any.~~
  - ~~(iii) The instructing administrator shall post office hours for student access as required in Article 9.1.~~
  - ~~(iv) The assignment shall not result in the layoff or displacement of a faculty member nor in a reduction of the number of hours of work of any faculty member.~~
  - ~~(v) First refusal for the assignment shall be offered to qualified faculty on the recall list then to faculty within the Department.~~
- ~~(b) In the event an administrator chooses to teach a non-funded section of a course, this shall be done in consultation with the Department and clauses (i) to (iv) above shall apply.~~

~~15.16.2 TRANSFER OF AN ADMINISTRATOR TO A FACULTY POSITION~~

~~An administrator who applies for a vacant faculty position shall be subject to the normal hiring conditions of this Agreement. In addition, the following provisions shall apply:~~

- ~~(a) As with internal candidates from the Union, applicants from the College administration shall have priority over external applicants, provided they meet the criteria of the job description of the position, including qualifications and teaching experience.~~

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

- ~~(b) Administrative applicants shall be considered after regular employees and sessional employees with more than one year of seniority.~~
- ~~(c) An administrator shall be placed on the seniority list with credit for prior teaching experience at the College. In the event of a layoff, an administrator's college-wide seniority will be used only to calculate severance pay and/or notice periods.~~
- ~~(d) Only seniority acquired since (re) joining the bargaining unit shall be used when applying for professional development~~

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 9, 2007

16.2 WAIVER OF COURSE REGISTRATION FEES

16.2 (b) The total value of courses per family in any academic year shall not exceed twelve (12) credits. ~~six (6) units or the cost equivalent to a six (6) unit course.~~

Note: Existing Clause -- No change in intent or terms of the clause; change only in the amount so that wording is consistent with the College Calendar



NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 9, 2007

DELETE

~~ARTICLE 16.3 — INFORMATION RELATED TO OTHER POST-SECONDARY  
EDUCATIONAL OPPORTUNITIES.~~

~~Any information related to faculty positions available at other Colleges and  
Universities, the Commonwealth of learning, faculty exchanges, government provided  
monies for academic program~~

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**January 5, 2007**

Letter of Agreement

~~Implementation of new Maximums of Initial Placement~~

The parties agreed to delete from the Collective Agreement as the Letter of Agreement has been fully implemented.

## NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

Agreed to as part of package

### 16.4.3 COMPUTER PURCHASE PLAN

16.4.1. Language remains the same

16.4.2 Language remains the same

16.4.3 Change

16.4.3 Priority shall be given to first time purchasers under this plan, the total sum of which shall not exceed ~~eighty thousand dollars (\$80,000)~~ **one hundred thousand dollars (\$100,000)** for all College employees at any one time.

16.4.4 Delete current language

~~16.4.4 If the employee voluntarily leaves the College, the balance owing shall be payable within one (1) month following the departure date. If an employee is laid off, the balance owing shall be repaid within three (3) months.~~

Replace

16.4.4 Should employment with the College terminate before a loan has been fully repaid, the unpaid balance will be deducted from any monies owing at that time. If the loan is still not fully repaid, the balance owing shall be repaid within one (1) month following the employee's departure date.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 12, 2007

LETTER OF UNDERSTANDING  
BETWEEN  
NORTH ISLAND COLLEGE  
AND  
THE NORTH ISLAND COLLEGE FACULTY ASSOCIATION

Re: Evaluation Process

The Parties agree that an evaluation process for employees who work in positions not covered by the evaluation process in Article 7 shall be developed by the Employer and agreed to by the Union during the term of this agreement.

Further, the Parties agree to review whether the process of evaluation review for Regular and Sessional Employees as described in Article 7 can be facilitated through technological and software enhancement. The Employer agrees to research such possibility and prepare a report for review by the Parties.

Signed: \_\_\_\_\_

Signed on behalf of:

NORTH ISLAND COLLEGE  
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

\_\_\_\_\_  
Paul Whyte, Chief Bargainer  
NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources, NIC

\_\_\_\_\_  
Bill McConnell  
President, NICFA

\_\_\_\_\_  
Martin Petter  
Vice-President, Education, NIC

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 17, 2007

LETTER OF UNDERSTANDING  
BETWEEN  
NORTH ISLAND COLLEGE  
AND  
THE NORTH ISLAND COLLEGE FACULTY ASSOCIATION

**Subject: Development of On-Line Courses**

The Employer and the Union desire a successful implementation of On-Line Delivery of Courses at North Island College.

The parties agree to form a joint committee to consider the effects of implementation of development of on-line courses.

Consideration will be given to items including:

- Release time for course development
- Initial offering
- Class Sizes
- Technical Support
- Technical Training
- Contract Hours and Working Week
- Selection
- Right of First Refusal to Teach
- Job Security

And any other factors identified.

The parties will submit recommendations to their respective principals by March 31, 2008.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed on behalf of:

NORTH ISLAND COLLEGE  
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

\_\_\_\_\_  
Paul Whyte, Chief Bargainer  
NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources, NIC

\_\_\_\_\_  
Bill McConnell  
President, NICFA

\_\_\_\_\_  
Martin Petter  
Vice-President, Education, NIC

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

January 17, 2007

LETTER OF UNDERSTANDING  
BETWEEN  
NORTH ISLAND COLLEGE  
AND  
THE NORTH ISLAND COLLEGE FACULTY ASSOCIATION

**Subject: Committee to Review the Calculation of Workload  
Article 9.5.3 – Calculation of Workload**

The Parties agree to maintain the language of Article 9 5.1. In addition, to establish a **Joint** Committee to review the Calculation of Workload for program areas identified as follows:

1.
  - (i) Trades and Technical
  - (ii) Applied Business Technology
  - (iii) Adult Basic Education, including ABE Flex
  - (iv) Adult Special Education
  - (v) English as a Second Language
  - (vi) Tourism and Hospitality Management
  - (vii) Distributed Learning
  - (viii) **Open-Students**
2. The **Joint** Committee to Review Workload shall be composed of a maximum of three (3) administrators and three (3) faculty representatives.
3. The **Joint** Committee to Review Workload may recommend that workload be calculated using instructional units or some other measure of workload.
4. The **Joint** Committee to Review Workload shall complete its review and report to the Union and the Employer during the term of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed on behalf of:

NORTH ISLAND COLLEGE  
FACULTY ASSOCIATION

NORTH ISLAND COLLEGE

\_\_\_\_\_  
Paul Whyte, Chief Bargainer  
NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources, NIC

\_\_\_\_\_  
Bill McConnell  
President, NICFA

\_\_\_\_\_  
Martin Petter  
Vice-President, Education, NIC

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

LETTER OF UNDERSTANDING

Between

North Island College

And

North Island College Faculty Association

Re: Common Faculty Professional Development Fund

Pursuant to Letter of Understanding #6 of the Common Agreement effective April 1, 2004 to March 31, 2007, the parties agree to the following:

The Common Faculty Professional Development fund process includes a committee of at least one (1) representative to a maximum of two (2) representatives elected by the Union (NICFA), and one (1) representative to a maximum of two (2) representatives appointed by North Island College.

The Committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator.

The Committee will operate on the basis of mutually agreed process and criteria established in Guidelines, which the parties will review annually, and amend as necessary.

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

Signed on behalf of:

Signed on behalf of:

North Island College Faculty Association

North Island College

\_\_\_\_\_  
Paul Whyte  
Chief Bargainer  
NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources  
North Island College

\_\_\_\_\_  
Bill McConnell  
President  
NICFA

\_\_\_\_\_  
Martin Petter  
Vice-President, Education  
North Island College

## NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

### GUIDELINES

The Common Faculty Professional Development Fund is to support various types of professional development activities. Such professional development is for the maintenance and development of faculty's professional competence and effectiveness.

This fund is to be used for proposals in amounts greater than \$500 to a maximum of \$5000.

Proposals will be considered which assist faculty to remain current and active in their discipline and program and may include:

- Proposals with a scholarly activity focus
- Events or activities that realize or further the College's Education Plan
- Tuition for additional educational qualifications
- Speaking/presenting at conferences or events [including travel, registration, meals, and accommodation].
- Attending at a conference or event that supports a specific proposal.
- Events identified by a Dean, Director, or Vice-President as supporting the purpose of the Fund on a departmental, division-wide or program specific or College-wide basis.
- Proposals dependent on substitution for faculty not able to engage in regular professional development without such assistance. Such proposals will be limited to one-quarter of the funds available in any year.
- Other activities or events as may be approved by the Vice-President, Education.

The Fund is not to be used for the purchase of books, computers, software or activities not related to Professional Development, nor for fees to maintain professional association memberships (licenses, certification), or for other purchases considered to be a taxable benefit.

### Eligibility

All Regular employees who have successfully completed their probation. Activities must occur while in the employ of the College.

### Application Requirements

All requests must be approved **prior** to the professional development event/activity.

Eligible faculty should ensure that all **leave** requests, as applicable, are completed, and approved by the appropriate Dean prior to application.

Applications should be submitted at least thirty-(30) days in advance of the professional development event/activity to allow time to process the application.



## **NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

### **Accessing the Fund**

- Complete the application for Common Faculty Professional Development Funds
- Submit the application to the appropriate Dean and the Department Chair for information only.
- Submit completed application to the NIC/NICFA Common PD Fund Committee.

If a group of faculty wishes to access the fund, the group shall submit one form for the entire group with all of their signatures.

Funds can be requested for activities that span more than one fiscal year.

Funds can be requested for activities that require funding over multiple years.

Funds can be requested for future professional development activities that require advanced payment.

### **Committee Membership**

There will be a maximum of two (2) administrators appointed by the College and two (2) faculty elected by NICFA. This Committee will make recommendations to the Vice-President, Education who is singularly responsible for the final approval of all applications.

### **Professional Development Report/Presentation**

After the professional development, event/activity is completed, the employee must submit to their Dean, a written report describing the activity by the employee to their department/division. In lieu of a written report, the Dean may accept, as an equivalent, a presentation of the professional development activity by the employee to the department and/or division. A copy of the presentation will be filed with the Dean.

NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION

LETTER OF UNDERSTANDING

Between

North Island College

And

North Island College Faculty Association

Re: One step increment for Sessional and Casual Employees

Effective April 1, 2007, all Sessional and Casual Faculty shall receive a one-step increment as follows:

Sessional and Casual Faculty at Step Nine (9) shall move to Step Eight (8)

Sessional and Casual Faculty at Step Ten (10) shall move to Step Nine (9)

Sessional and Casual Faculty at Step Eleven (11) shall move to Step Ten (10)

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

Signed on behalf of:

Signed on behalf of:

North Island College Faculty Association

North Island College

\_\_\_\_\_  
Paul Whyte  
Chief Bargainer  
NICFA

\_\_\_\_\_  
Jennifer Holden  
Director, Human Resources  
North Island College

\_\_\_\_\_  
Bill McConnell  
President  
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\_\_\_\_\_  
Martin Petter  
Vice-President, Education  
North Island College

**NORTH ISLAND COLLEGE & NORTH ISLAND COLLEGE FACULTY ASSOCIATION**

**APPENDIX D**

**PROVINCIAL SALARY SCALE**

Add provincial salary scale to the Local Agreement.