

MEMORANDUM OF SETTLEMENT

Between

VANCOUVER COMMUNITY COLLEGE

And

VANCOUVER COMMUNITY COLLEGE FACULTY ASSOCIATION

The parties agree that the following constitutes the new Local Agreement between VCC and the VCCFA:

1. All Letters of Understanding from the 2001-2004 Local Agreement where expressly renewed or amended in accordance with the attached green sheets;
2. All other provisions of the 2001-2004 Local Agreement, except where expressly deleted or amended in accordance with the attached green sheets.
3. Vancouver Community College and the Vancouver Community College Faculty Association agree to withdraw all proposals other than those specifically agreed to and stated above.
4. All errors or omissions in this agreement are excepted.

The provisions of the new Local Agreement will come into effect on signing except where expressly stated otherwise.

11 November
Dated at Vancouver, B.C., *October* **1**, 2005.



Vancouver Community College
Faculty Association



Vancouver Community College

1 AGREEMENT


1.1 Term of Agreement

1.1.1 This Agreement shall be for a term of 36 months from April 1, 2004 to March 31, 2007, both dates inclusive.

1.1.2 If no Agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: July 11/05

Date: July 11, 2005

**Vancouver Community College
Local Housekeeping Proposals to the VCCFA**

1. All

(c) Replace Director of Human Resources with **"Director Human Resources"** throughout the Agreement.

3. Clause 4.7.5 New Title

New title for this provision be included as follows: **"Trial Period"**.

5. Article 5.2 Salaries and Allowances – Regular Employees

Correct references in clauses 5.2.1 and 5.2.2 from "attached letter of agreement semi-monthly pay period." to **"Article 5.9 Semi-Monthly Pay Period"**.

6. Article 5.3 Term and Temporary Employees and Article 11.4.1 Reduction Sequence for Term and Temporary Employees cross-referencing as follows:

5.3.4 Term instructors whose written contract is cancelled for any reason within the first 10 duty days of that contract shall be paid at the contracted per diem rate for all said 10 duty days. **(See also Article 11.4.1 Reduction Sequence for Term and Temporary Employees)**

11.4.1 For Term and Temporary Employees (See also Article 5.3.4 Term and Temporary Employees)

Terminating those on term contracts according to length of service with the College under the Collective Agreement with one month's notice unless they are in the first 10 duty days of the contract.

8. Article 5.8 New and Revised Rates

Replace title with: **"New and Revised Rates – Classifications"**.

**Vancouver Community College
Local Housekeeping Proposals to the VCCFA**

11. Clause 7.1.1.2 **Entitlement to Benefits** – revise as follows:

7.1.1.2 Regular employees on layoff having recall rights may have access to the following benefits in accordance with the terms of the policies during the period of recall up to a maximum of twenty-four (24) months:

- Medical Services Plan of BC (Basic Medical) provided they maintain eligibility under the terms of the plan. Note: the plan will only cover out-of-country expenses for up to twelve months.
- Extended Health Benefits provided Medical Services Plan of BC coverage is maintained.
- Dental.

Such benefits will be maintained for employees provided they pay the full cost of the premiums in advance **by monthly post-dated cheques according to the terms of the policies**. Failure to do so will result in the cessation of benefit coverage.

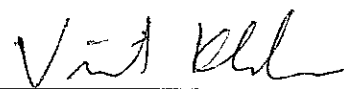
13. Clauses 10.1.4.4 and 10.1.5 **Seniority – Term Instructors** - Delete

14. Clause 20.1.5 **Temporary Transfer/Secondment** - Delete

Agreed to by the parties:


Vancouver Community College

March 3/05
Date


Vancouver Community College
Faculty Association

March 3, '05
Date

College Housekeeping Proposal #1(d)

- 1(d) Replace "Division" where it appears in the Agreement and replace with "School or Centre" as follows:

3.3 Job Security

- 3.3.5 After a new full-time program substantially similar to one taught by members of the bargaining unit has been successfully established within Continuing Education it will normally be moved into the appropriate instructional **School or Centre*** of the College.

* Schools and Centres are noted in Appendix II Areas

- 3.3.6 Should it become appropriate to transfer a program to Continuing **Studies** from another instructional **School or Centre** at any other campus, Article 3.3.4 above, will apply.

6.1 Assigned Duty

- 6.1.3 Assigned duty may also consist of one or more of the following forms of work. These forms of work shall be assigned to each instructor under the terms of Article 6.2.1 and 6.3.1.

- administrative, **School or Centre***, departmental and/or committee meetings

* Schools and Centres are noted in Appendix II Areas

13.2 Posting

- 13.2.2 . . . The posting shall be available in the public area within the department, **School or Centre*** and area concerned throughout the process.

* Schools and Centres are noted in Appendix II Areas

13.6 Selection Committee Procedures

- 13.6.5 . . . After the pre-interview meeting, but before the interview meeting, the faculty Selection Committee delegates shall seek input about candidates, relative to the job description and posting, from appropriate ~~division~~/department **or** area faculty. . .

- 13.6.6.2. . . a regular instructor selected by the Association who is not an instructor in the **School or Centre** concerned; . . .

13.6.6.4 The Association Delegate

- (i) . . . This delegate shall assume the responsibility for conducting a ~~division~~/department/area meeting for the selection of an instructor(s) to sit on the Selection Committee. . .

13.6.6.5 The School or Centre/Department/Area Meeting

- (i) . . . The purpose of the meeting is to provide a forum for discussion, and to select members from the ~~division~~/department/area for service on the Selection Committee in accordance with the Collective Agreement. . .
- (ii) . . . Instructors in an area **or** department ~~or division~~ who currently hold term or regular appointments shall be eligible to attend and vote. . .

13.9 Instructional Load

- 13.9.4 The determination of actual instructional time for each instructor with responsibility appointments outlined in Article 13, will be made by the appropriate Vice President or delegate in consultation with the individual involved in order to meet the needs of the campus and **School or Centre**, or department in question.

13.10 Acting Capacity

- 13.10.1 . . . a replacement instructor shall be chosen by secret ballot by those in the area or department ~~or division~~ holding current term or regular appointments.

Appendix VI Guidelines for Performance Appraisal of Permanent Regular Instructors

1.4 Participation in the Department, Campus, College

- 1.4.1 As part of their professional obligations, instructors are expected to participate in departmental meetings, student consultations, and in such other activities from which students, the instructors, and the College as a whole may reasonably be expected to benefit. "Such other activities" will be set according to departmental, **the School or Centre**, and campus norms, goals, and objectives.
- 1.4.2 In their relationship with students and in their assigned duties and campus activities, instructors should make a continuing contribution to the objectives of the department, the campus, the **School or Centre**, and the College.

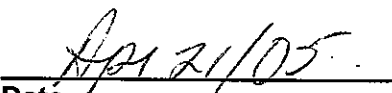
Appendix VII Guidelines for Evaluation of Term and Probationary Regular Instructors

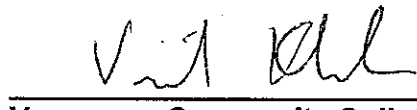
2.4 Participation in the Department, Campus, College

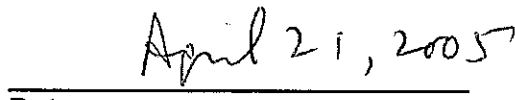
- 2.4.1 . . . "Such other activities" shall be set according to departmental, **School or Centre** and campus norms, goals and objectives.
- 2.4.2 . . . instructors should make a continuing contribution to the objectives of the department, the campus, **the School or Centre** and the College.

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

College Proposal # 1(a)

2 INTERPRETATION AND DEFINITION

2.14 Dean

A "Dean" is a Dean of Vancouver Community College. This person shall not be a member of the VCCFA.

2.15 Director

A "Director" is the Director, Library and Learning Resources of Vancouver Community College. This person shall not be a member of the VCCFA.

2.16 Delegate

For the purposes of this Agreement, "delegate" refers to a person who has been explicitly designated to the position of Vice President, Dean or Director by a Vice President, Dean or Director as appropriate. This person shall not be a member of the VCCFA.

Agreed to by the parties:


Vancouver Community College

Date: April 5/05


Vancouver Community College
Faculty Association

Date: April 5, 2005

College Proposal 1(b), 1(c), 1(d) and Counter to Union Housekeeping 1 & 17

The parties agree to replace the terms Associate Dean and College Librarian as follows:

2 Interpretation and Definition

2.3 Instructor

For the purpose of this Agreement, the term "instructor" includes instructors, counsellors and librarians, where the context so requires, and shall include instructional associates, department heads, assistant department heads and coordinators, and is further understood to include program development faculty.

4 Qualifications, Hiring, Appointments and Change in Type of Appointment

SEE AGREED PROPOSAL #3

5 Salaries and Allowances

5.5 Allowances

For the term of this Collective Agreement, annual responsibility allowances are payable to instructors in the following positions in accordance with the rates established in Appendix "I":

Instructional Associate

Department Heads

Assistant Department Heads and Coordinators II

Coordinators I

- 5.5.1 Instructors appointed or requested to assume fully the duties of instructional associate, department heads, assistant department heads or coordinators on a temporary basis for a period of one month or longer, shall receive the applicable allowance as prescribed in **Appendix "I"** for the entire period of temporary assumption of these responsibilities. This clause is not applicable to replacement during the vacation periods of the incumbent being replaced.

7.2 Annual Vacation

7.2.1 Number of Vacation Days--Instructors

The annual vacation in a complete fiscal year for all regular instructors is 44 duty days and pro-rata.

During the periods 1982, January 01 to 1983, March 31, an instructor shall earn 55 days and during this period may utilize only 44 days, recognized as being the annual vacation entitlement; the remaining 11 days shall be banked. It is intended that non-utilized days be "banked" and that they may either be paid out upon termination, or utilized, with the approval of the appropriate Vice President or delegate.

7.2.2.6 DELETED

13 Selection and Appointment of Instructional Associates, Department Heads, Assistant Department Heads and Coordinators

- 13.1 An Instructional Associate, Department Head, Assistant Department Head, or Coordinator must simultaneously be a full-time regular instructor.
- 13.1.2 For Instructional Associates the selection/appointment process shall be by Selection Committee.
- 13.2.3 Extension of the application deadline shall be at the discretion of the appropriate Vice President for all postings. Where the deadline for application has been extended, all applicants shall be notified in writing of the circumstances.

13.3 Terms of Appointment

- 13.3.1 The terms of appointment as Instructional Associates, Department Heads, Assistant Department Heads, or Coordinators I and II, shall conform to 3-year cycles that end on December 31 for Department Heads and Coordinators II and on June 30 for Assistant Department Heads, Coordinators I and Instructional Associates. Appointments that commence at unusual times will be extended so as to conform to the term cycle as referenced above.
- 13.3.2 The terms of appointment as Instructional Associate, Department Heads, Assistant Department Heads, or Coordinators I and Coordinators II, shall be initially for a one-year probationary period. Instructors with these appointments shall be evaluated during the probationary period.
- 13.3.3 In the case of Instructional Associates, upon satisfactory completion of the probationary period and on the recommendation of the appropriate Vice President, the appointee shall be confirmed for the remainder of the term of appointment. At the end of the 3 year term, Instructional Associates shall return to their previous positions as instructors.

13.5 Election Procedures and Procedural Guidelines for the Election of Instructors to Department Head, Assistant Department Head and Coordinator I and Coordinator II Positions

- 13.5.7 The Chair shall meet with an Instructional Associate to review the applications in order to ensure that the minimum qualifications for the position have been met.

- 13.5.8 The Chair shall, in writing, advise all instructors concerned of the candidates' names in alphabetical order and arrangements can be made through the appropriate Dean's or Director's office to make the resumes available for review.

13.6 Selection Committee Procedures

- 13.6.1 When a position has been posted for Instructional Associate and for other positions of Department Head, Assistant Department Head or Coordinator where this method has been chosen, a selection committee shall be formed. All applications will be referred to it. A full job description of the position for which the selection is to be made shall be posted and given to the committee members at the time the committee is struck.
- 13.6.2 Committee members shall be informed at least 10 duty days in advance of the date, time, and place of the interviews.
- 13.6.3 Applications and supporting documents will be available, in confidence, to committee members at least 10 days prior to the interviews and will be given to committee members at least one day prior to interviews.
- 13.6.4 The committee shall meet prior to the interviews allowing sufficient time to ensure an understanding of the applicable provisions of the Collective Agreement and to determine the application of the procedural guidelines.

13.6.5 Overview of the Selection Committee's Work

Selections shall be conducted as per the following procedures:

The committee's work consists of three phases:

1) The pre-interview meeting:

All applications are reviewed at the pre-interview meeting; a short list is made if necessary; interview questions are decided upon; the order of members' questions and candidate appearance is decided; and the procedural guidelines are reviewed.

After the pre-interview meeting, but before the interview meeting, the faculty Selection Committee delegates shall seek input about candidates, relative to the job description and posting, from appropriate departments/areas faculty.

2) The interview meeting:

At the interview meeting, the various short-listed candidates are interviewed by the committee.

3) The decision process:

The process of deciding who is to be selected is undertaken after all of the appropriate candidates have been interviewed.

13.6.6 Selection Committee Composition:

13.6.6.1 For Instructional Associate:

The nominee of the College President as Chair, the appropriate Vice President or delegate, *a regular instructor selected by the Association, 2 regular instructors selected by the instructors.

* The instructor selected by the Association will have voice but no vote in the selection process.

13.6.6.2 For Department Head and Coordinator II:

An administrator named by the appropriate Vice President; an Instructional Associate, in the capacity of Chair; *a regular instructor selected by the Association who is not an instructor in the School or Centre concerned; an instructor from outside the department involved chosen by the instructors in the department concerned. Where the number of instructors in the department concerned exceeds 4 in number, an instructor from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the instructors in the department concerned.

* The instructor selected by the Association will have voice but no vote in the selection process.

13.6.6.3 For Assistant Department Head and Coordinator I:

An Instructional Associate in the capacity of Chair; the Department Head; *a regular instructor selected by the Association from the campus involved who is not an instructor in the department concerned; an instructor from outside the department involved chosen by the instructors in the department concerned. Where the number of instructors in the department concerned exceeds 4 in number, an instructor from within the department who is not a candidate for the position shall be added to the committee and shall be selected by the instructors in the department concerned.

* The instructor selected by the Association will have voice but no vote in the selection process.

13.6.6.6 Chair of Selection Committee

For positions of Coordinators, Assistant Department Heads and Department Heads, the Instructional Associate is Selection Committee Chair.

13.6.6.7 DELETED

13.7 The Appointment Process for both Selections and Elections

- 13.7.1 In the case of Instructional Associates, the selection committee will make its selection known to the appropriate Vice-President who will make the appointment and advise the College President. In the event that the Vice-President is a member of the selection committee, the recommendation for selection will be forwarded to the College President. The committee selection shall be in writing and signed by all committee members who shall each receive a copy thereof. If the Vice-President is not willing to appoint the person selected, the Vice-President shall meet with the selection committee and an attempt shall be made to come to an agreement. Should agreement not be reached, the position shall be immediately re-posted as per Article 13.2.

13.9 Instructional Load

- 13.9.1 A Department Head normally shall instruct one-half of full-time.
- 13.9.2 An Instructional Associate, Assistant Department Head, or Coordinator I or II, shall not normally instruct full-time.

Renumber the remaining Article 13.9 as appropriate.

13.10 Acting Capacity

- 13.10.1 When it becomes necessary for the appropriate Dean or Director or their delegate to replace instructors appointed as Department Heads, Assistant Department Heads, Coordinators I and Coordinators II for periods of up to 3 months, a replacement instructor shall be chosen by secret ballot by those in the area or department holding current term or regular appointments.

13.11 New Positions with Responsibility Allowances

- 13.11.1 When it becomes necessary for the appropriate Vice President or delegate to create new Instructional Associate, Department Head, Assistant Department Head, Coordinator I or Coordinator II positions, the position shall be posted as per Article 13.2.

13.12 Service as Instructors

Service as an Instructional Associate, Department Head, Assistant Department Head or Coordinators I and II shall be considered as service as an instructor. The appointment as an Instructional Associate, Department Head, Assistant Department

Head, or Coordinator ceases when the appointee is no longer a full-time regular instructor.

15 PERFORMANCE APPRAISAL OF PERMANENT REGULAR EMPLOYEES

- 15.3 Performance appraisals of instructors in their roles as Instructional Associates, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines in Appendices VI and xx established by the Joint Steering Committee.

16 EVALUATION OF PROBATIONARY REGULARS, TERMS AND TEMPORARYS

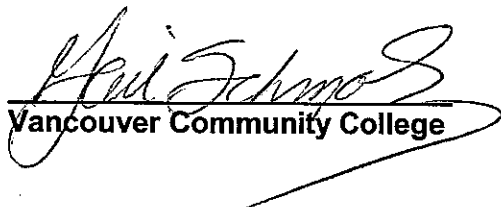
- 16.3 Evaluation of instructors during the probationary period of appointments as Instructional Associates, Department Heads, Assistant Department Heads, or Coordinators I and II shall be carried out according to the guidelines in Appendices VII and xx established by the Joint Steering Committee.

Appendix 1 Salary Schedule as of April 1, 2004

INSTRUCTOR RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Instructional Associate	6066	252.75
Department Head	2778	115.76
Assistance DH and Coordinator II	1786	74.43
Coordinator I	889	37.06

Any remaining references to Associate Deans or College Librarian in the Collective Agreement should be deleted.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: October 28, 2005

Date: October 28, 2005

Agreed Items

March 3, 2005

Housekeeping Changes

3. 3.4.1 – Change to ".....**as** the chief representative ..."
5. 3.10.3.3.1; 3.10.3.3.2; 3.10.3.3.3: **Delete.**
6. 4.3.1 – Change "wished" to "**wishes**"
8. 5.6.2 – Change "employees rates" to "**employee rates**".
9. 6.2.2 – Change "instructors" to "**instructors'** "
10. 6.4.1.3 – Change "Article 6.4.2" to "**Article 6.4.1.2**"
13. 7.3.2 – Change dates for general holidays
14. 8.1.3.3 (b2) - Change "Disabilty" to "**Disability**"
15. 8.11.3 – Change "Provided the employee continues ... duration of the leave" to "**Provided the employee elects to purchase the period of leave for pension purposes and is given permission to do so by the Pension Corporation, the College shall pay its share of pension contributions for the period of leave being purchased**".
19. 18 – (subheading) Change to "**(See Common Agreement Article 3.2.6)**"
21. 26 – Move number and heading ("Office Space") to appropriate place.
(formatting)
23. Change page numbers, article numbers and footnotes as necessary.

Appendices

- 1 – A: Delete
- 1 – B: Delete
- 1 – C: Delete
- IV: Renew
- XIII: Renew
- XIV: Delete
- XVI: Renew

For the Association

Vincent Klueh
March 3, '05

For the College

Paul Schmatz
March 3/05.

Agreed Items

April 15, 2005

Housekeeping Changes

(new) 3.6.2. Change the "College-Institute Educators' Association of B.C." to "... Federation of Post Secondary Educators ..."

22. Include signed-off and attached "Guidelines for Evaluation and/or Appraisal of Instructors with Responsibility Allowances" submitted by Joint Steering Committee February 28, 2005, as Appendix ~~19~~ ¹⁹ *AK RJ VK*

AK RJ VK
Appendix ~~XIX~~ ¹⁹ attach Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances

Appendix V: Renew

~~Appendix XVIII: Delete~~ *AK VK*

Agreed to by the Parties:

For the Association

Vincent Khl

Date: April 15, 2005

For the College

Gail Schmeck

Date: April 22/05

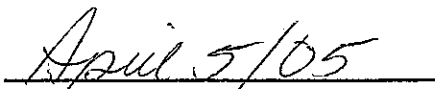
College Proposal # 1(e)

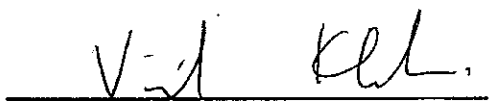
Replace reference to the "Vice President or Vice President's delegate" with "**Dean or Director**" in the following Articles or Clauses to reflect appropriate authority levels:

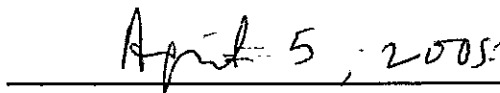
4.1.5, 4.2.2, 6.3.7, 6.4.1.2, 6.6.7, 6.6.8, 7.2.2.3, 8.6.2, 8.7, 8.9.1.1, 8.9.2.1, 8.9.3, 8.10.2, 8.13.1, 9.1.2, 13.2.1, 13.2.3, 13.5.3, 13.6.6.4(i) and (ii), 13.6.6.14.1(viii) and (ix), 13.6.6.14.3(i) and (iii), 13.9.4, 13.10.1, 15.1, and Appendix X Clause 9.3.

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

College Proposal # 2

3 ASSOCIATION RIGHTS

3.10 Joint Steering Committee

- 3.10.1 The Joint Steering Committee shall consist of 2 members appointed by the College and 2 members appointed by the Association. These 4 members shall be the quorum for a Joint Steering Committee meeting.
- 3.10.2 The Joint Steering Committee shall be a standing union management committee with a mandate for the following:
- 3.10.2.1.1 **Performance Appraisal** – to oversee the performance appraisal process for all employees as detailed in the attached Appendix VI **Guidelines for the Performance Appraisal of Regular Instructors** and as per Article 15.
- 3.10.2.1.2 **Evaluation** – to oversee the evaluation process for all employees as detailed in the attached Appendix VII **Guidelines for the Evaluation of Term and Probationary Regular Instructors** and as per Article 16.
- 3.10.2.1.3 **Evaluation and Appraisal of Instructors with Responsibility Allowances** – to oversee the evaluation and appraisal of Instructors with Responsibility Allowances as detailed in the attached Appendix xx **Guidelines for the Evaluation and Appraisal of Instructors with Responsibility Allowances** and as per Articles 15 and 16.
- 3.10.3 Human Resources, Research and Strategic Services and the Association shall provide assistance to the departments in the administration of forms and procedures for evaluation and performance appraisal. In the event that these bodies are unable to resolve issues arising from the administration of forms and procedures, such issues shall be referred to the Joint Steering Committee for resolution.
- 3.10.4 The Joint Steering Committee may make recommendations to the parties on matters arising from its mandate outlined above, and shall make recommendations to the parties on issues and procedures referred to it by the bodies pursuant to Article 3.10.3.
- 3.10.5 The Association-appointed members of the Joint Steering Committee shall be granted a reasonable period of paid leave in order to carry out their responsibilities.
- 3.10.6 Should the members of the Joint Steering Committee be unable to reach agreement on any of the matters within its purview, the matter shall, upon request of one of the parties, be referred for resolution under the terms of Article 12.9 **Policy Grievance**.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College

Faculty Association

Date: October 28, 2005

Date: October 28, 2005

College Proposal #3

4 Qualifications, Hiring, Appointments and Change in Type of Appointment

4.1 Postings of Available Work

4.1.1 The College will post, in prominent locations, notices of available work in the following circumstances:

- a) upon establishing the need for a new regular or term appointment, subject to assigning available term work according to Article 4.7.4; and
- b) upon establishing the need to augment an area's list of potential auxiliary instructors.

4.1.2 The postings will include:

- a) the department, title and area,
- b) a short description of the duties,
- c) a statement of the qualifications required,
- d) for term appointments, the length of the appointment,
- e) the time status of the appointment, and
- f) the start date, deadline for application, and other relevant information.

4.1.3 The Area Hiring Recommendations Committees, established per Article 4.2, will be allowed a reasonable length of time to review and/or write a posting which will be forwarded to Human Resources for review.

4.1.4 Except for those permanent regular appointments made pursuant to Article **4.8 Change in Type of Appointment**, notice of all available regular appointments shall be posted and the Association shall be provided with a copy of the notice at the time of posting.

4.2 Area Hiring Recommendation Committees' Hiring Process

4.2.1 An Area Hiring Recommendation Committee ("AHRC") will be formed to make recommendations for hiring when there is a need for a new term or regular appointment, or when there is a need to augment an area's pool of auxiliary instructors.

4.2.2 Each area will develop a hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.

4.2.3 For regular appointments, the AHRC will consist of an Instructional Associate, an appropriate Department Head, Coordinator II or delegate and at least one regular instructor from the area. Alternative arrangements may be made with the agreement of the Association and the College.

4.2.4 For auxiliary or term instructors, the AHRC will consist of an appropriate Department Head, Coordinator II or delegate, at least one regular instructor from the area, and may include an Instructional Associate. Alternative arrangements may be made with the Agreement of the Association and the College.

- 4.2.5 Members of the AHRC will receive orientation and training regarding the hiring recommendation process.
- 4.2.6 The AHRC will follow the approved hiring recommendation process for all candidates, as per Article 4.2.2. Applicants will be advised that it is their responsibility to present all information regarding their qualifications and suitability for the position at the time of application, including original or certified copies of all diplomas, certification and/or degrees.
- 4.2.7 When a new regular appointment is posted, all short-listed applicants, internal and external, will be interviewed by the AHRC.

4.3 AHRC Recommendations

- 4.3.1.1 Except for those permanent regular appointments made pursuant to Article **4.8 Change in Type of Appointment**, all regular appointments shall be posted and require a recommendation from an AHRC as outlined in Article 4.2.3.
- 4.3.1.2 Prior to being offered auxiliary or term employment, all individuals must complete the hiring recommendation process and be recommended by an AHRC. As long as an employee's name remains on the seniority list as per Article 10.3.2, only one such recommendation per area shall be required whether one is first listed as an auxiliary or appointed as a term instructor.
- 4.3.2 When making recommendations to the College, the AHRC will recommend the most suitable candidate(s). The Chair of the AHRC will submit the name(s) of the recommended candidate(s) to the appropriate Vice President or delegate for approval.
- 4.3.3 From time to time in situations where it is unavoidable, work for unspecified periods may be offered on an auxiliary basis to individuals who have not gone through the AHRC process. In these cases, the individual must be recommended by the Committee within one month of first being employed in order to be eligible for continued or subsequent employment. The Department Head of the area will be responsible to convene an AHRC for this purpose.
- 4.3.4 From time to time, in situations where it is unavoidable, work may be offered to individuals who do not meet the qualifications for the area. In their initial letter of appointment, the College will inform them that they do not meet the qualifications for the area, and therefore do not have the right to have additional work under Article 4.7.4(3) or change in type of appointment pursuant to Article **4.8 Change in Type of Appointment**.

4.4 Appointments and Appointment Letters

- 4.4.1 The College's right to appoint term and part-time regular employees or to employ auxiliary employees is to be exercised only when the nature and requirements of the program or service make it impractical to appoint full-time regular employees.

- 4.4.2 All employees, as defined by the terms of this Collective Agreement, shall be appointed with a written letter of employment, except as outlined in Article **2.10 Auxiliary**.
- 4.4.3 Employees who are offered regular appointments shall confirm acceptance by signing and returning one copy of their offer of appointment letter to the College.
- 4.4.4 Employees who are offered term appointments shall confirm acceptance by signing and returning one copy of their initial offer of appointment letter to the College. Subsequent offers of term appointments will be deemed to have been accepted unless the employee concerned duly notifies the College in writing to the contrary within 10 working days of receipt of the offer letter.

4.5 Probationary Instructors

- 4.5.1 Probationary instructors' appointments to regular instructor status outside of the process outlined in Article **4.8 Change in Type of Appointment** shall have a one year probationary period as per Article **2.5 Probationary Regular**.
- 4.5.2 Probationary regular instructors shall be evaluated as per Article **16 Evaluation of Probationary Regular and Term Instructors** in order to determine their suitability to perform their duties. In extenuating circumstances and with the mutual agreement of both parties, the probationary period may be extended for a period of up to one additional year.
- 4.5.3 The College reserves the right to waive the probationary period requirement of such appointments.
- 4.5.4 **Trial Period**

Except as provided in Article **11 Reduction, Severance Pay, and Recall**, permanent regular instructors who accept an appointment to a different area under this Article shall maintain their permanent regular status but shall be subject to the provisions of Article **16 Evaluation of Probationary Regular and Term Instructors** as they apply to these positions. At the end of a 12 month trial period, permanent regular instructors who have not received successful evaluations or who do not wish to continue in their new positions shall return to their previous positions with one month's notice.

4.6 Term Appointments

- 4.6.1 In order to be considered for term appointments an employee must meet the hiring criteria applicable to the available position and not have received an unsuccessful evaluation as per Article **16 Evaluation of Probationary Regular and Term Employees**.
- 4.6.2 Before any term appointment is made in a department or area, all regular employees who are eligible for recall as per Article **11.6** shall be recalled.
- 4.6.3 Term appointments to a maximum of full-time status shall then be offered to interested part-time regular employees within the area concerned on the basis of seniority as defined in Article **10.1 Definition and Calculation of Seniority**.

- 4.6.4 Part-time regular employees may indicate their interest in term appointments by writing to the appropriate Dean or Director at least one month prior to the commencement of any appointment to which they are entitled. There shall be no entitlement to work in progress.

4.7 Procedures for Term Appointments

- 4.7.1 Interested part-time regular instructors, as per Article 4.6.3, and all term instructors, as per Article 4.7.4, shall make up the pool of instructors entitled to the right of first refusal for term appointments for a given area. The names shall be listed in order of seniority. Upon request, the Association shall receive a copy of this list for any area.
- 4.7.2 Term appointments shall be offered to a maximum of full-time to instructors as per Article **4.7.4 Appointment Sequence**.
- 4.7.3 Term instructors who refuse offers of work shall remain eligible with undiminished rights for subsequent appointments subject to Article **4.7.4 Appointment Sequence**.

4.7.4 Appointment Sequence

Available term work within an area will be offered in the following sequence:

1. to employees on recall as per Article 11.6;
 2. to part-time regular employees as per Article 4.8.3;
 3. to term employees who have held term contracts for a minimum of 6 months in the area, on the basis of seniority; then
 4. to individuals who have been recommended by an AHRC.
- 4.7.5 Term instructors entitled to right of first refusal of term appointments shall indicate in writing their desire for term appointments in a given area. A generic form for doing so will be developed in consultation with the College and Association. Areas may also develop customized forms in consultation with the College and Association. Completed forms must be submitted to the appropriate Dean or Director and department head(s) by May 1 of each year.
- 4.7.6 Instructors have the right to change their appointment requests in writing one month before the assignment begins.
- 4.7.7 When offering term appointments, the College will contact instructors in person, by phone and/or e-mail. Instructors have 24 hours to reply to a direct offer of work made in person or on the phone. Instructors have 48 hours to respond to a phone message or e-mail. If the instructor does not respond within 48 hours, the appointment shall be offered to the next person on the list. These time lines may be shortened if the offering is within one week of the appointment starting. The College will make all reasonable attempts to provide instructors with the

maximum response time and to alert instructors to the possibility that an offer exists.

- 4.7.8 In the event of an emergency which occurs within 72 hours of the beginning of an instructor's term appointment and which would prevent the instructor from completing the appointment, the College may offer the replacement appointment in accordance with departmental procedures.
- 4.7.9 Both the College and the instructor shall fulfill their obligation to any current classes. Appointments that would necessitate a change in instructors for a current class shall not be available to currently employed instructors.
- 4.7.10 After any appointment is complete, instructors retain their right to further appointment subject to Article **4.7.4 Appointment Sequence**.

4.8 Change in Type of Appointment

- 4.8.1 Term instructors who have held appointments at one-half time or more for at least 380 days within a continuous 24 month period shall be granted a permanent regular appointment without probation on the first of the month following completion of the said 380 duty days, provided such instructors have received a successful evaluation in keeping with Article 16 **Evaluation of Probationary Regular and Term Instructors**.
- 4.8.2 In departments or areas where instructors are unable to accumulate 380 duty days within a continuous 24 month period, these instructors shall receive a permanent regular appointment pursuant to Article 4.8.1 where the instructors have undertaken an instructional assignment equal to that of the regular instructional assignment of regular instructor(s) in the department or area.
- 4.8.3 For the purposes of regularization, no instructor may accrue more than 202 duty days in a fiscal year.
- 4.8.4 In the event there is no instructional position available, instructors shall be subject to Article 11 **Reduction, Severance Pay, and Recall**.
- 4.8.5 The time-status of regular appointments granted as per Article 4.8.1 shall be equal to the time-status of appointments maintained by the term instructor for at least 380 days within a continuous 24 month period. Any concurrent term appointments shall be combined for the purpose of calculating time-status.

- 4.8.6 Part-time regular instructors who have held additional term appointments for at least 380 days within a continuous 24 month period shall have the time-status of their regular appointment increased. The increased amount shall be equal to the time-status of the additional term appointment(s) maintained by the instructor for at least 380 days within a continuous 24 month period. The increase in time-status shall come into effect on the first of the month following the completion for the said 380 days.

Agreed to by the parties:


Vancouver Community College

Date: October 28, 2005


Vancouver Community College
Faculty Association

Date: October 28, 2005

College Proposal #24 and Counter Proposal To Union Housekeeping Appendix XVII

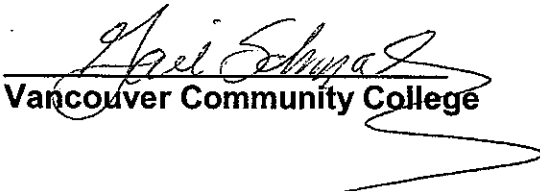
Incorporate Appendix XVII "Instructor Qualifications" into the former Article 4.1.5 as new Article 4.2.2 as follows:

4.2.2 Hiring Recommendation Process and Qualifications

- 4.2.2.1 Each area will develop a hiring recommendation process to be used by the AHRC and submit it to the appropriate Dean or Director for approval. In cases where there are multiple areas within a department, the Department Head will coordinate this work.
- 4.2.2.2 Where the Dean/Director or the department, or both, are considering revisions to the hiring qualifications in any area, the Dean/Director shall so advise the Association prior to any revisions being recommended to the appropriate Vice President for approval. All recommendations for revisions to the hiring qualifications for each area shall be submitted by September 30 of each year to the appropriate Vice President for approval.
- 4.2.2.3 The revised hiring qualifications in any area shall not apply to:
- (a) any existing permanent or probationary regular employee in that area; or
 - (b) any term instructors who have held appointments in that area at one-half time or more for at least 190 duty days within a continuous 24 month period (or the equivalent amount of duty days for instructors covered under Article 4.10.1.1).

Delete Appendix XVII Instructor Qualifications

Agreed to by the parties:


Vancouver Community College

Date: October 11, 2005


**Vancouver Community College
Faculty Association**

Date: October 11, 2005

College Proposal # 4

Article 4 Qualifications, Hiring, Appointments and Change in Type of Appointment

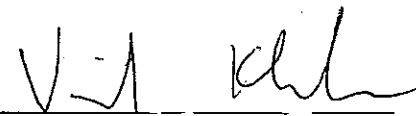
4.9 Procedures for Appointment Pursuant to Articles 4.4 and 4.8

- 4.9.8 In the event of an emergency which occurs within 72 hours of the beginning of an instructor's **temporary** or term appointment and which would prevent the instructor from completing the appointment, the College may offer the replacement appointment in accordance with departmental procedures.

Note: Subject to consequential article numbering changes.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: March 29/05

Date: March 29, 05

College Housekeeping Proposal # 4

Delete Article 4.9 Protocol for ESL Appointments (Shaded Article) and
Appendix XVIII Joint Steering – ESL Protocol Procedures

Agreed to by the parties:


Vancouver Community College

Date: March 29/05


Vancouver Community College
Faculty Association

Date: March 29, 05

College Housekeeping Proposal #69

Article 5 Salaries and Allowances

Article 5.2 Regular Employees

- 5.2.1 Full-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in the schedule. The salary shall be payable as per Article 5.9 **Semi-Monthly Pay Period**.
- 5.2.2 Part-time regular employees shall be paid an annual salary determined in accordance with the per annum rates in the schedule on a pro-rated basis. The salary shall be payable as per Article 5.9 **Semi-Monthly Pay Period**.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: March 29/05.

Date: March 29, 05

College Counter to Union Demand # 19 & 20

5.6 Initial Placement

5.6.1 Current Agreement

5.6.2 **Subject to Arbitration Decision**

5.6.3 Current Agreement

5.6.4 Current Agreement

5.6.5 **Subject to Articles 5.7.7 Increments and Instructor's Diploma and 9.5, initial step placement of employees above their hiring qualifications is based on teaching and relevant work experience. Education and experience beyond that required for hiring qualifications will be recognized and credited as follows:**

- a) previous directly related teaching experience in the field of study is credited on a one year to one step basis; and
(Relevant Post Secondary Teaching/Professional Experience 1:1)
- b) previous related experience is credited on a 3 year to one step basis.
(Relevant Work Experience 3:1)
- c) For Articles 5.6.5 (a) and (b) above, only a full one year equivalency (FTE) will be credited.
- d) Each additional relevant advanced degree, beyond the hiring qualifications, is credited with one additional step.
- e) Special situations not covered by any of the above will be considered on an individual basis by the appropriate Vice President.

5.6.6 Not more than one step can be credited to an employee for any given calendar year of educational, instructional, or industrial experience.

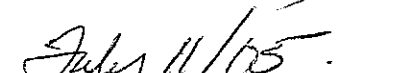
5.6.7 New employees shall receive a written rationale concerning their initial step placement accompanying their letter of initial appointment and the Association shall be copied.

5.6.8 Should, within 6 months of initial appointment, new employees disagree with their initial step placement, they may review such placement with the appropriate Vice President or delegate, who shall not be the same individual who carried out the initial placement review. At this time employees may submit any additional information that could affect their placement.

5.6.9 New employees whose initial step placement is reviewed within the referenced 6 months and adjusted shall have any such salary adjustments made effective to the date of commencement of their initial contract.


Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College

Faculty Association


Date

College Counter Proposal

To VCCFA Demand #20

Date: July 11, 2005

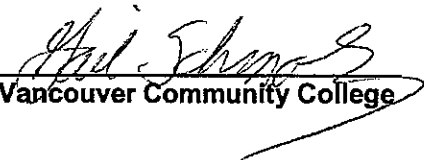
Time: _____

5.6.7 INITIAL PLACEMENT REVIEW

Should, within **6** months of initial placement, new employees disagree with their initial step placement, they may review such placement with the appropriate Vice President or delegate, who will not be the same individual who carried out the initial placement review. At this time employees may submit any additional information that could affect their **initial** placement.

- 5.6.8 New employees whose initial placement is reviewed within the referenced **6** months and adjusted will have any such salary adjustments made effective to the date of commencement of their initial **appointment**.

Agreed to by the parties:


Vancouver Community College

July 11, 2005
DATE


Vancouver Community College
Faculty Association

July 11, 2005
DATE

College Counter to Union Proposal #19 (Mediation)

9 INSTRUCTOR'S DIPLOMA OR EQUIVALENT

9.5 Instructors on staff who have been denied their 4th increment because they have not obtained the Instructor's Diploma or its equivalent (see Article 5.7.7), will be considered "frozen". **In any event, instructors will be denied their increment to the top step of the salary scale without the ID certificate or equivalent and will be considered "frozen" until they complete the Instructor's Diploma or its equivalent.** Instructors will be granted the next increment level, effective the first of the month immediately following receipt by the **Director Human Resources** of reasonable proof of completion of the Instructor's Diploma or the certification of its equivalent.

and

5 SALARIES AND ALLOWANCES

5.7.7 Increments and Instructor's Diploma

Pursuant to Article 9.5 Instructor's Diploma or Equivalent, instructors who started on or after January 01, 1972 must complete the "Instructor's Diploma" or equivalent in order to obtain their 4th salary increment from the time they joined the instructional staff or in order to obtain the top step of the salary scale.

The College considers the following to be the equivalent of the Provincial Instructor's Diploma:

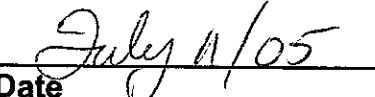
- valid B.C. Professional Teaching Certificate;
- VCC's certificate in Teaching English as a Second Language; and
- others as determined by the Vice-President or delegate.

5.7.7.1 For the purpose of obtaining the 4th increment, some assignments where instruction is not the major activity will be granted exemptions from meeting the Instructor's Diploma requirement by the appropriate Vice-President or delegate. Such exemptions will be granted only where the individual meets the hiring criteria. For example in the case of Librarians and Counsellors, a Masters in Library Science and a Masters in Counselling Psychology will respectively be deemed equivalent to qualify an instructor for an exemption.

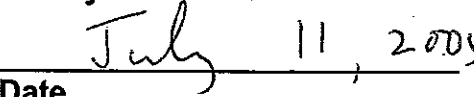
5.7.7.2 Instructors who are granted exemptions and who subsequently transfer to an assignment where instruction is the major activity will be required to obtain the Instructor's Diploma or equivalent in order to obtain their 4th salary increment calculated from the date of transfer to the teaching assignment.

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

College Housekeeping Proposal #9

5 SALARIES AND ALLOWANCES

See Schedule in Appendix I. See Common Agreement Article 12.

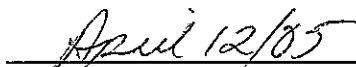
5.9 Semi-Monthly Pay Periods

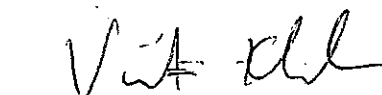
The College agrees to pay all employees on a semi-monthly pay period (24 pay periods per year). The mid-month payment will be approximately half of the net monthly pay. The end of the month payment will be made not later than the last day of each month. **All employees shall be paid by direct deposit.**

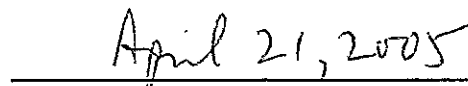
~~Employees hired after August 20, 1999 shall be paid by direct deposit.~~
~~Instructors hired prior to August 20, 1999 shall be encouraged to move to direct deposit.~~

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

Agreed Items

March 30, 2005

[VCCFA Housekeeping #11 and College Proposal #10]

6.6 PROFESSIONAL DEVELOPMENT

6.6.2.2 The College will provide 15 days of professional development to those employees who have worked ½ time or more for 7 months but less than 8 months within one fiscal year. *(Note: Formerly Article 6.6.5)*

6.6.3 The College recognizes that some employees may, pursuant to Articles 6.6.2.1 and 6.6.2.2 above, complete their 7th or 8th months of any combination of assigned duty in March. In these cases, to accommodate the scheduling, the College shall allow carryover of this Professional Development to the next fiscal year.

This carried over entitlement will not be considered assigned duty for the determination.

of subsequent Professional Development entitlement for the next fiscal year. Y.

Agreed to by the Parties:

For the Association

V-L Khl

Date:

April 1,
JK
March 30, 05

For the College

John Schmoeg

Date:

March 30/05.

College Housekeeping Proposal # 10


Article 7 Benefits

The College shall provide all employees with relevant documentation regarding the Basic Medical, Extended Health, Dental, Life Insurance and College Pension plans at the commencement of their employment.-

The above documentation shall also be available to employees upon request through Human Resources.

In addition to the details on employee benefits provided below, see Appendix "III" **Schedule of Benefit Participation and Summary of Benefits During Leaves.**

Agreed to by the parties:


Vancouver Community College

Date: March 29/05


Vancouver Community College
Faculty Association

Date: March 29, 05

College Housekeeping Proposal

7.3 General (Statutory) Holidays

7.3.1 Approved general (statutory) holidays are as follows:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day so proclaimed by federal or provincial legislation.

7.3.2 For the term of this Agreement, the following general (statutory) holidays will be observed as follows (listed by fiscal year):

HOLIDAY	2004-2005	2005-2006	2006-2007
Good Friday	Friday, April 9	Friday, March 25	Friday, April 14
Easter Monday	Monday, April 12	Monday, March 28	Monday, April 17
Victoria Day	Monday, May 24	Monday, May 23	Monday, May 22
Canada Day	Friday, July 1	Friday, July 1	Monday, July 3, (in lieu of July)
B.C. Day	Monday, August 2	Monday, August 1	Monday, August 7
Labour Day	Monday, September 6	Monday, September 5	Monday, September 4
Thanksgiving Day	Monday, October 11	Monday, October 10	Monday, October 9
Remembrance Day	Thursday, November 11	Friday, November 11	Monday, November 13, (in lieu of November 11)
Christmas Day	Monday, December 27 (in lieu of December 25)	Tuesday, December 27 (in lieu of December 25)	Monday, December 25
Boxing Day	Tuesday, December 28 (in lieu of December 26)	Wednesday, December 28 (in lieu of December 26)	Tuesday, December 26
New Years Day	Monday, January 3 (in lieu of January 1)	Monday, January 2 (in lieu of January 1)	Monday, January 1

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: July 11/05

Date: July 11, 2005

College Proposal # 11

8.4 Illness or Injury Covered by Workers' Compensation (Regular, Term or Temporary Employees)


- 8.4.1 If an employee is entitled to Worker's Compensation benefits, such benefits are to be paid directly to the College. In turn the College shall make corresponding payment to the employee thus ensuring all employee benefits and pension benefit coverage and, in addition, pay to the employee the difference between the benefit and salary.
- 8.4.2 Any employee absent because of illness or injury covered by Workers' Compensation may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.

8.5 Illness or Injury Not Covered by Workers' Compensation

- 8.5.1 Absence resulting from illness or injury not covered by Workers' Compensation shall be with pay for a period not exceeding the employee's accrued sick leave credit. See also Article 8.9.1 Maternity Leave and Parental Leave (Natural Mother) Employment Standards Act, Article 8.9.2 Parental Leave (Natural Father) Employment Standards Act, Article 8.10.1 Adoption Leave/ Employment Standards Act and Article 7.6 Sick Leave Credit Accrual.
- 8.5.2 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this Article that is ultimately recovered under a contract of motor vehicle insurance shall be repaid to the College by either the motor vehicle insurance company or by the employee concerned, and the corresponding number of sick leave credits shall be restored to that employee.
- 8.5.3 Any employee absent because of illness may be required, upon being given advance notice, to produce a certificate from a duly qualified medical practitioner licensed to practice certifying that such employee is unable to carry out their duties due to illness or to confirm their fitness to return to work.
- 8.5.4 Medical certificates will normally be requested only where an absence exceeds 5 days or where it appears that a pattern of constant or frequent absences from work is developing.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: March 29/05

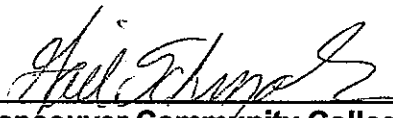
Date: March 29, 05

College Counter Proposal
To Union Demand 23(b)
Date: July 11, 2005
Time: _____

Article 8.11 Retirement Preparation Leave

- 8.11.2.4 Eligible employees may take this leave at either 50% or 100% of full-time to a maximum of one year. **Alternate time status leaves over 50% may be available subject to the scheduling requirements of the department or area.**

Agreed to by the parties:



Vancouver Community College

July 11, 2005
Date



Vancouver Community College
Faculty Association

July 11, 2005
Date

VCCFA Proposal #1

10.2 Retention or Loss of Seniority

- 10.2.1 Regular and term or temporary employees shall retain and accrue seniority while in the employ of the College.
- 10.2.2 Laid off employees who are on recall shall retain and accrue seniority while on the recall list.
- 10.2.3 Term or temporary employees shall retain seniority until the end of the fiscal year following the fiscal year in which they were last employed.
- 10.2.4 Employees who sever employment of their own volition shall forfeit accrued seniority.

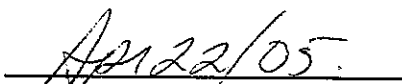
11.6 Recall

The following language replaces Article 11.6.4.

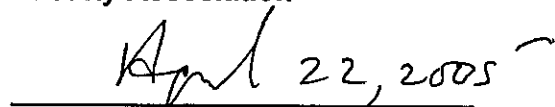
- 11.6.4 Upon temporary recall or recall/appointment of an employee by the College, the College shall reinstate accrued sick leave credits, and salary step placement as at the time of layoff. Seniority provisions shall be as per Article 10.2.2.

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

Agreed Items

October 14, 2005

Access to Benefits for Less than Half-Time Instructors

Item #9 in VCCFA's Bracketed Positions on Outstanding Items in Negotiations with VCC, September 28, 2005

The Union agrees to withdraw this proposal

Seniority Retention for 24 Months

Item #5 in VCCFA's Bracketed Positions on Outstanding items in Negotiations with VCC, September 28, 2005

Employees ✓ VCCFA
10.2.3 (change) Term ~~instructors~~ shall retain seniority for 24 months from the last day of their employment.*

Memorandum of Settlement ✓ VCCFA
*See ~~Letter of Understanding~~ regarding implementation date.

Agreed to by the Parties:

For the Association

V. J. Phil

Date: October 14, 2005

For the College

Gail Thompson

Date: October 14/05

College Housekeeping Proposal # 13

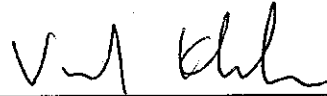
Article 10 Seniority

10.1.4 Term Instructors

Delete Clauses 10.1.4.4 and 10.1.5.

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: March 29/05

Date: March 29, 05

College Counter Proposal

To VCCFA Demand #3

Date: July 11, 2005

Time: _____

11.4 Reduction Sequence

11.4.3 For Regular Employees

- 11.4.3.1 Within one month of having received Notice of Termination, employees shall identify area(s) to which they wish to be considered for transfer.
- 11.4.3.2 The College shall reply within 2 weeks as to whether or not the employee meets the hiring criteria of the area(s) being considered for transfer.
- 11.4.3.3 By the end of the second month following Notice of Termination, employees shall confirm their choice of area to which they may be transferred and the transfer shall be effected by the College.
- 11.4.3.4 Transferring permanent regular employees from the specific area to other areas where the duties are within the employees' abilities and provided the employee involved meets the hiring criteria applicable to the department to which the employee is being transferred. Transfer shall take place according to length of service with the College under the Collective Agreement.
- 11.4.3.5.1 Terminating other permanent regular employees with 3 months' notice according to length of service with the College under the Collective Agreement.
- 11.4.3.5.2 When the College does not issue Notice of Termination to a permanent regular employee within 3 months of the date of the advance notice issued to that employee pursuant to Article 11.3.1, then the College will withdraw the advance notice issued to that employee.

Agreed to by the parties:


Vancouver Community College

July 11, 2005

Date


Vancouver Community College
Faculty Association

July 11, 2005

Date

Agreed Items

April 21, 2005

11.6 Recall

11.6.1 When the College determines that the number of employees in any specific areas of reduction can be increased, reappointment shall be made from a recall list of regular employees who meet the applicable hiring criteria. Such reappointment shall be based on the length of service as per the seniority list in effect at the time of reappointment. Laid off employees who are not eligible to exercise transfer rights, but who meet the hiring criteria for more than one area, may be eligible for recall to any of those areas.

11.6.3 To remain eligible for recall/reappointment under this clause, laid-off employees must keep Human Resources informed of their mailing addresses and telephone numbers, promptly report any changes and accept or reject notices of reappointment from the College within 15 days of receipt of such notices. In the event an employee rejects an offer of reappointment to an area pursuant to Article 11.6.1, all further rights to recall for that area are lost and the employee will be removed from the recall list for that area.

Agreed to by the Parties:

For the Association

V-L Kll

Date:

April 22, 2005

For the College

Phil Fehrmann

Date:

April 22/05

Agreed Items

April 01, 2005

[VCCFA Housekeeping #18 - To be inserted as Article 13.3.1.1]

CHOICE OF TERM CYCLE

At least 4 months prior to the end of the current term cycle, departments may choose, to change the end date of their term cycle from June 30 to December 31, or vice-versa. Any change in the end date, and the commencement of such a change, shall be determined using the process outlined in Articles 13.4.2, 13.4.3, 13.4.4, and 13.4.5.

Agreed to by the parties:

For the Association

Vint Kuhl

Date: April 15, 2005

For the College

Paul Thompson

Date: Apr 22/05

Agreed Items

March 30, 2005

[VCCFA Housekeeping #18] ¹²⁰ ₁₈ ✓

18 DISCIPLINE, SUSPENSION AND DISMISSAL

18.1.1. (Change) (see art. 3.4.4)

The College shall advise the employee and the Union in advance that a meeting is intended to be disciplinary or has the potential for discipline, and will advise the employee of their right to have a witness or a Steward present. Where a meeting, without notice, becomes a disciplinary meeting, the College will inform the employee of their right to temporarily adjourn the meeting and to arrange for a witness or Steward of the Association to be present.

Agreed to by the Parties:

For the Association

V. A. White

Date: April 1, 05

For the College

Gail Schmalz

Date: April 1/05

Agreed Items

March 3, 2005

#34 Personnel Files

19.5 **Delete:** "upon the written request of the employee"

For the Association

Vin Khil
March 3, '05

For the College

Paul Schup
March 3/05

Agreed Items

April 21, 2005

24 Sexual and Personal Harassment (See Common Agreement, Article 2)

- 24.1** The parties agree that the College will follow the procedures in Clauses 2.3 to 2.6 inclusive of the Common Agreement for all harassment complaints defined under Article 23 of the local agreement in respect of personal harassment. Employees are encouraged to make use of the services and processes available within the College to informally resolve complaints. It is acknowledged that the use of informal services and processes within the College is voluntary.

Agreed to by the Parties:

For the Association

Vin Kish

Date: April 22, 2005

For the College

Paul Schmalz

Date: Apr 22/05

VCCFA Proposal #28

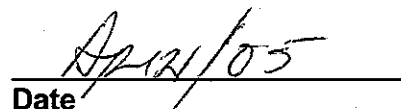
Article XX Criminal Records Check

- xx.1 The Employer will, only with the written authorization of the employee, notify the Association when the Employer has received notice that a criminal records check reveals that an employee has been charged with or convicted of a "relevant offence" under the Criminal Records Review Act.
- xx.2 When a criminal records check has the potential to negatively impact an employee's employment status, the College will advise the employee of their right to Association representation, and further advise that the employee's written authorization is required to enable Association representation to deal with the potential negative impact on the employee's employment status.

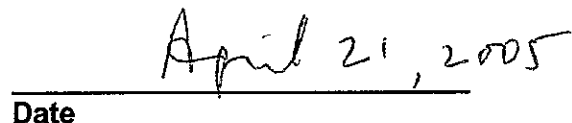
*Becomes
Article 29*

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

(MEDIATION) College Counter Proposal**To VCCFA Demand #13****Article xx PROFESSIONAL MEMBERSHIPS / LICENCES**

- x. 1 Where the College requires, as a condition of employment, that a regular employee maintain a specified professional association membership or licence, the College will pay the annual dues or annual licencing fees required to maintain such membership or licence.

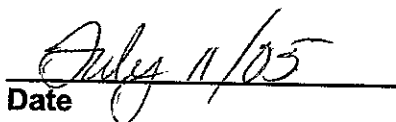
PROFESSIONAL FEES POLICY

NOTE: Proposal provisions below NOT to be included in the Collective Agreement

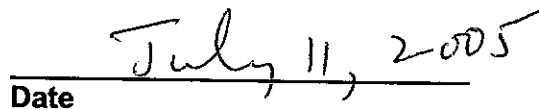
The College will develop a policy around the payment of employee memberships in professional associations where, in the determination of the College, the membership is advantageous to the College.

Agreed to by the parties:


Vancouver Community College


Date


**Vancouver Community College
Faculty Association**


Date

Appendix 1A – Salary Schedule as of April 1, 2004 to March 31, 2006

APPENDIX 1-A SALARY SCHEDULE AS OF APRIL 1, 2004

TO MARCH 31, 2006

For Instructors

STEP	ANNUAL SALARY	PER DIEM (Annual ÷ 202 Days)	PER DIEM HOURLY* (Per Diem ÷ 5 Hours)	SEMI- MONTHLY RATE (Annual ÷ 24 Pay Periods)
1	\$73,257	\$362.66	\$72.5317	\$3,052.38
2	\$68,238	\$337.81	\$67.5624	\$2,843.25
3	\$65,445	\$323.99	\$64.7970	\$2,756.88
4	\$63,048	\$312.12	\$62.4238	\$2,627.00
5	\$60,651	\$300.25	\$60.0505	\$2,527.13
6	\$58,254	\$288.39	\$57.6772	\$2,427.25
7	\$55,857	\$276.52	\$55.3040	\$2,327.38
8	\$53,460	\$264.65	\$52.9308	\$2,227.50
9	\$51,063	\$252.79	\$50.5574	\$2,127.63
10	\$48,666	\$240.92	\$48.1842	\$2,027.75

Notes: Semi Monthly Rate = Annual Salary ÷ 24

Per Diem Rate = Annual Salary ÷ 202 days and Per Diem Hourly further ÷ 5 hours

Per Diem Hourly Rate* = Annual Salary ÷ 202 ÷ 5 hours

*Note: This is used by the Banner System only

INSTRUCTOR RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Instructional Associate	6066	252.75
Department Head	2778	115.76
Assistant Department Head and Coordinator II	1786	74.43
Coordinator I	889	37.06

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: July 11/05

Date: July 11, 2005

Appendix 1B – Salary Schedule as of April 1, 2006

APPENDIX 1-B SALARY SCHEDULE AS OF APRIL 1, 2006

For Instructors

STEP	ANNUAL SALARY	PER DIEM (Annual ÷ 202 Days)	PER DIEM HOURLY* (Per Diem ÷ 5 Hours)	SEMI- MONTHLY RATE (Annual ÷ 24 Pay Periods)
1	\$75,674	\$374.62	\$74.9248	\$3,153.08
2	\$73,257	\$362.66	\$72.5317	\$3,052.38
3	\$68,238	\$337.81	\$67.5624	\$2,843.25
4	\$65,445	\$323.99	\$64.7970	\$2,756.88
5	\$63,048	\$312.12	\$62.4238	\$2,627.00
6	\$60,651	\$300.25	\$60.0505	\$2,527.13
7	\$58,254	\$288.39	\$57.6772	\$2,427.25
8	\$55,857	\$276.52	\$55.3040	\$2,327.38
9	\$53,460	\$264.65	\$52.9308	\$2,227.50
10	\$51,063	\$252.79	\$50.5574	\$2,127.63
11	\$48,666	\$240.92	\$48.1842	\$2,027.75

Notes: Semi Monthly Rate = Annual Salary ÷ 24

Per Diem Rate = Annual Salary ÷ 202 days and **Per Diem Hourly** further ÷ 5 hours

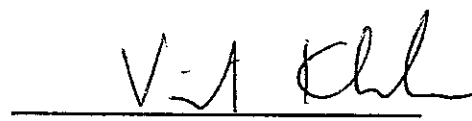
Per Diem Hourly Rate* = Annual Salary ÷ 202 ÷ 5 hours

*Note: Used for the Banner System only

INSTRUCTOR RESPONSIBILITY ALLOWANCE	ANNUAL	SEMI-MONTHLY
Instructional Associate	6066	252.75
Department Head	2778	115.76
Assistant Department Head and Coordinator II	1786	74.43
Coordinator I	889	37.06

Agreed to by the parties:


Vancouver Community College


Vancouver Community College
Faculty Association

Date: July 11/05

Date: July 11, 2005

APPENDIX II AREAS

1

CAREER DESIGN TRADES & TECHNOLOGY	
Departments	Areas
Centre for Design	
Digital Graphic Design	<ul style="list-style-type: none"> Digital Graphic Design
Hairstyling / Esthetics	<ul style="list-style-type: none"> Esthetics Hairstyling
Jewelry Art & Design	<ul style="list-style-type: none"> Jewelry Art & Design
Centre for Technology	
Information Technology Specialist (ITS)	<ul style="list-style-type: none"> ITS - Accounting ITS - Personal Computer Networking ITS - Programming ITS - Technical
Drafting	<ul style="list-style-type: none"> Architectural Drafting Civil / Structural Mechanical Steel Detailing
Electronics	<ul style="list-style-type: none"> Computer Electronics Consumer Electronics Telecommunications
Centre for Transportation Trades	
Automotive Collision Repair	<ul style="list-style-type: none"> Automotive Collision Automotive Refinishing / Preparation
Automotive Technician	<ul style="list-style-type: none"> Automotive Technician
Diesel Technician	<ul style="list-style-type: none"> Diesel Technician

LANGUAGE STUDIES	
ASL & Deaf Studies	<ul style="list-style-type: none"> ASL & Deaf Studies Public Speaking
Deaf & Hard of Hearing	<ul style="list-style-type: none"> ASL for Deaf & Hard of Hearing English / Numeracy Upgrading Job Readiness Speechreading / Oral Language
English Language Skills	<ul style="list-style-type: none"> ESL
ELSA	
International Education	
Outreach	
Professional & Career English	<ul style="list-style-type: none"> ESL (Included in ESL area above) UT – ESL
College Preparatory English	

APPENDIX II AREAS

SCHOOL OF HEALTH SCIENCES	
Departments	Areas
Allied Health	<ul style="list-style-type: none"> • Pharmacy Technician • Occupational Therapy Assistant • Physiotherapy Assistant • Aboriginal Health Sciences
Continuing Care	<ul style="list-style-type: none"> • Acute Care Skills • Computer Skills Training (Health Programs) • Electro-cardiography • Home Support / Resident Care Attendant • Human Relations (Communications) • Medical Laboratory Assistant
Dental Assisting / Reception	<ul style="list-style-type: none"> • Dental Assisting • Dental Hygiene • Dental Reception
Dental Hygiene	<ul style="list-style-type: none"> • Biological Sciences • Clinical Dentistry • Dental Hygiene
Dental Laboratory Technology / Denturist	<ul style="list-style-type: none"> • Biological Sciences: <ul style="list-style-type: none"> - Anatomy & Physiology - Bio-materials - Dental Morphology & Gnathology - Oral Pathology • Business Management for Dental Programs • Clinical Dentistry • Denturist • Dental Technology Practice or Denturist Practice: <ul style="list-style-type: none"> - Business Management - Health & Safety - Professionalism / Communications <p>* Dental Technician must include 3 of the 5 specialties listed below:</p> <ul style="list-style-type: none"> • Dental Technician – Ceramics * • Dental Technician – Complete Dentures * • Dental Technician – Crown & Bridge * • Dental Technician – Orthodontics * • Dental Technician – Partial Dentures *
HealthCare Communications Management	<ul style="list-style-type: none"> • Basic Medical Terminology • Computer Training for Nursing Unit Clerk • Human Relations • Medical Office Careers • Nursing Unit Clerk
Licensed Practical Nursing	<ul style="list-style-type: none"> • Licensed Practical Nursing

APPENDIX II AREAS

ARTS & SCIENCE	
Department	Areas
Basic Education	<ul style="list-style-type: none"> • Basic Education
College & Career Access	<ul style="list-style-type: none"> • ABE Youth • EEAW & ACE Program • English & Social Sciences • Math & Science • ABE Computer Lab
Community & Career Education	<ul style="list-style-type: none"> • Food Service Careers • General Skills CACE
Humanities	<ul style="list-style-type: none"> • Economics • English Literature / Reading & Study Skills / Writing Skills • Law • Psychology • UT Humanities - Economics • UT Humanities - English • UT Humanities - Psychology • UT Humanities – Sociology
Mathematics	<ul style="list-style-type: none"> • Mathematics • UT Math
Science	<ul style="list-style-type: none"> • Biology • Chemistry • Physics • UT Science - Anatomy & Physiology • UT Science - Biology • UT Science - Chemistry • UT Science – Physics
Visually Impaired	<ul style="list-style-type: none"> • Visually Impaired

SCHOOL OF INSTRUCTOR EDUCATION	
Instructor Education	<ul style="list-style-type: none"> • Instructor Education

APPENDIX II AREAS

SCHOOL OF HOSPITALITY & BUSINESS	
Department	Areas
Asian Culinary Arts	<ul style="list-style-type: none"> Asian Culinary Arts
Baking & Pastry Arts	<ul style="list-style-type: none"> Baking & Pastry Arts
Business Management	<ul style="list-style-type: none"> Accounting Transportation Logistics
Culinary Arts	<ul style="list-style-type: none"> Chefs Restaurant Management
Hospitality Management	<ul style="list-style-type: none"> Food Service / Restaurant Management - Chefs Food Service / Restaurant Management - Restaurant Management Hospitality Management - Accounting Hospitality Management - Business Communication / Public Speaking Hospitality Management - Computer Application Software Hospitality Management - Hotel Management Hospitality Management - Human Resources Organizational Behaviour Hospitality Management - Marketing / Law Hospitality Management – Micro-Economics / Statistics Hospitality Management Degree
Office Management & Communications	<ul style="list-style-type: none"> Business Applications for Secretaries Business Applications for Legal Secretaries

SCHOOL OF MUSIC	
Music	<ul style="list-style-type: none"> Academic Skills Ensembles Individual Instruction (Instrument Specific)

INSTRUCTIONAL SERVICE DEPARTMENTS	
Counselling	<ul style="list-style-type: none"> Counselling
Library Information Services	<ul style="list-style-type: none"> Library Public Services
Library Circulation Services	
Library Technical Services	<ul style="list-style-type: none"> Library Technical Services
Library Systems	<ul style="list-style-type: none"> Library Systems
Learning Centre	<ul style="list-style-type: none"> Learning Centre

Agreed Items

April 21, 2005

Appendix III (B) Summary of Benefits During Leaves

Subject to the Association's decision regarding the Common Disability Plan under Art. 9.3.3 of the Common Agreement, the parties agree to renew and append Appendix III(B) to the Collective Agreement.

Agreed to by the Parties:

For the Association

V. A. Kuhn

Date:

April 22, 2005

For the College

Gail Adams

Date:

April 22/05

Agreed Consequential Change from VCCFA Proposal #1

APPENDIX IV

EXPLANATION OF SENIORITY CALCULATIONS

The VCCFA and VCC have agreed that, pursuant to Article 10.1 **Definition and Calculation of Seniority**, seniority will be calculated as follows:

1. FOR REGULAR INSTRUCTORS

- A. Both part-time and full-time regular instructors will receive the same number of full days of service, that is 261, per fiscal year. (365 days per year - 104 weekend days per year = 261).

Example 1

Mary is a part-time regular instructor at 60% workload. Mary shall receive a total of 261 days of service in a fiscal year.

Example 2

Peter is a full-time regular instructor at 100% workload. Peter shall receive a total of 261 days of service in a fiscal year.

- B. Regular instructors who commence employment during a fiscal year shall have their service pro-rated.

Example 1

Jane is a full-time regular instructor who has been hired as of September 1, 2005. For the period from September 1, 2005 to March 31, 2006 Jane's seniority will be:

$$7 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = \underline{152.25 \text{ days}}$$

Rounded off = **152 days**

Example 2

Jean is a part-time (75%) regular instructor who has been hired as of October 18, 2005. For the period from October 18, 2005 to fiscal year end March 31, 2006 Jean's seniority will be:

$$5.454 \text{ months} \times 261 \text{ full days of service} \div 12 \text{ months} = \underline{118.62 \text{ days}}$$

Rounded off = **119 days**

- C. Laid off instructors who are on recall shall retain and accrue seniority on the same basis as other regular instructors. See A. above.

2. FOR TERM INSTRUCTORS

All term instructors can accumulate up to 261 days of service per fiscal year. For each instructor, days of service are determined in the following manner:

Term appointments, expressed in duty days, will be prorated to a full-time equivalent (FTE) amount of duty days. This amount will be multiplied by a ratio of 261 days of service per year divided by the maximum number of duty days per year (202) as follows:

$$\text{FTE TOTAL} \times 261 \div 202 = \text{DAYS OF SERVICE}$$

Example 1

John works 180 days at one-half time. His FTE total is 90 (180 days ÷ 2). John will be credited with:

$$90 \text{ FTE total} \times 261 \div 202 = \underline{116.28 \text{ days}} \text{ of service}$$

Rounded off = **116 days**

Example 2

Joan works 200 days at full-time. Her FTE total is 200. Joan will be credited with:

$$200 \text{ FTE total} \times 261 \div 202 = \underline{258.41 \text{ days}} \text{ of service}$$

Rounded off = **258 days**

Example 3

Jack works 8 sessions of one hour each and 4 sessions of 3 hours each. His total number of hours is 20 ÷ 5 hours per duty day = 4 FTE days. Jack will be credited with:

$$4 \text{ FTE days} \times 261 \div 202 = \underline{5.16 \text{ days}} \text{ of service}$$

Rounded off = **5 days**

3. FOR AUXILIARY WORK

All auxiliary work concurrent with and following an instructor's first appointment, will be pro-rated and included in calculating an instructor's FTE total. This amount is multiplied by the same formula used above for Term Instructors.

Example 1

Joan has a 180 day half-time term appointment (180 days ÷ 2 = 90 FTE total). She is called for part-time subbing (at the minimum call out of 3 hours) 20 times (20 x 3 = 60 hours ÷ 5 hours per duty day = 12 FTE total). Joan will be credited with:

$$102 \text{ FTE total} \times 261 \div 202 = \underline{131.79 \text{ days}} \text{ of service}$$

Rounded off is **132 days**

Example 2

John completes a 100 day full-time term appointment. Later, he is called in to sub for someone for 10 full days. His FTE total is 110 days. John will be credited with:

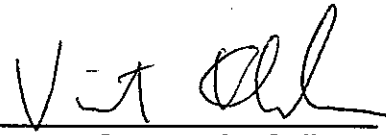
$$110 \text{ FTE total} \times 261 \div 202 = \underline{142.12 \text{ days}} \text{ of service}$$

Rounded off **142 days**

This "Explanation" will be attached to each department's copy of the Seniority List.

Agreed to by the parties:


 Vancouver Community College


 Vancouver Community College
 Faculty Association

Date: October 28, 2005

Date: October 28, 2005

Agreed Items

April 21, 2005

Appendix "VI" Translation

4 Facilitation of Performance Appraisal

4.2 When questionnaires are used, instructors will leave the classroom while their students complete the questionnaire. Completed student questionnaires will be forwarded by the instructor to Research and Strategic Services for tabulation. Where the questionnaires and/or questionnaire data requires translation, Research and Strategic Services will arrange for professional translation services for the facilitation of the performance appraisal. Research and Strategic Services will tabulate the data and return the questionnaires and the data summary to the instructor.

Agreed to by the Parties:

For the Association

Vint Chul

Date: April 22, 2005

For the College

Paul Schmalz

Date: Apr 22/05

Agreed Items

April 21, 2005

Appendix "VII" Translation

4 Joint Steering Committee

- 4.1 The methods listed in 3 above shall be applied through procedures and instruments, which have been approved by the Joint Steering Committee. The College will provide professional translation services where necessary for the development and processing of student questionnaires.

Agreed to by the Parties:

For the Association

V. A. Khl

Date:

April 22, 2005

For the College

Paul Schmeitz

Date:

Apr 22/05

College Proposal # 14(b)

APPENDIX VII GUIDELINES FOR THE EVALUATION OF TERM AND PROBATIONARY REGULAR INSTRUCTORS

(Pursuant to Article 16)

5 Orientation, Frequency, and Timing of Evaluation

- 5.1 Evaluations shall be initiated by the responsible Department Head, Assistant Department Head where so delegated, or Coordinator II. This person is designated as the "evaluator". Every effort should be made to maintain the same evaluator throughout the entire process of each evaluation.
- 5.2 At the beginning of the probationary period or the term instructor's first term of appointment, the department head or coordinator II shall orient the probationary regular or term instructor to the College, its resources, the department or area, and program. The department head or coordinator II shall provide the instructor with the written guidelines for evaluation and for the applicable evaluation process and shall explain these to the instructor to ensure that they are understood.
- 5.3 The frequency and timing of the evaluation shall be as follows:
 - 5.3.1 For probationary regular and term instructors, half-time or more on term appointments exceeding 8 months, the evaluation process referred to in 3.1 shall be completed before the mid-point of the term appointment or of the probationary period. Should the first evaluation show the need for improvement, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the three-quarter point of the term appointment or probationary period.
 - 5.3.2 For term instructors, half-time or more, on term appointments of less than 8 months, the evaluation process as referred to in 3.1 shall be completed no later than 6 months into a period of appointment, or 6 months into a period of cumulative appointments. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
 - 5.3.3 For term instructors less than half-time, the evaluation process as referred to in 3.1 shall be completed within the first 60 accumulated duty days of employment with the College. Should the first evaluation show need for improvement and should a subsequent offer be made, a follow-up observation (as referred to in 5.3.4) shall be initiated no later than the mid-point of the subsequent period of appointment.
 - 5.3.4 When necessary, the evaluator shall alert the term or probationary regular instructor to possible areas requiring improvement and through a mutually approved plan of action, shall assist the instructor on ways and means of improvement. A follow-up observation may be conducted by the evaluator who completed the first evaluations. An evaluation report shall be made for any such follow-up observations.
 - 5.3.5 **For the purpose of evaluation, instructors appointed for curriculum development will have the time period in Points 5.3.1, 5.3.2 and 5.3.3 commence upon the instructors undertaking non-curriculum development duties.**
 - 5.3.6.1.1 Within any 2 year period, term or probationary instructors who have achieved 2 successful evaluations within a department or area are deemed to have completed the evaluation process. If, because of transfers or discontinuous employment,

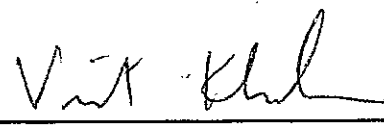
further evaluations are required then following any 2 successful evaluations, term instructors shall be evaluated once every 3 years.

- 5.3.6.1.2 A term instructor will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer before regularization.

Agreed to by the parties:


Vancouver Community College

April 12/05.
Date


Vancouver Community College
Faculty Association

April 21, 2005
Date

Agreed Items

October 28, 2005

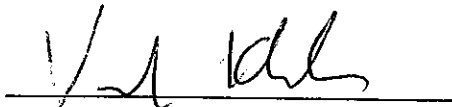
APPENDIX VIII "PROFESSIONAL DEVELOPMENT FUNDS" and APPENDIX IX "ADJUDICATED PROFESSIONAL DEVELOPMENT FUNDS"

LETTER OF UNDERSTANDING

The College and the VCCFA agree to renew Appendix VIII and Appendix IX.

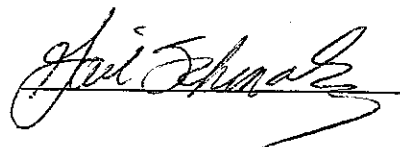
Agreed to by the Parties:

For the Association



Date: Oct. 28, 2005

For the College



Date: Oct 28/05

VCCFA Housekeeping Appendix X

APPENDIX "X" GUIDELINES FOR THE ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS FOR VCCFA MEMBERS

8 Responsibilities

- 8.1 Only members of the PD Funds Committee will have the authority to approve or deny a PD funds request, including requests for advanced funds. Only members of the PD Funds Committee will have the authority to release funds from the VCCFA PD Funds budget.
- 8.2 The PD Funds Committee shall be solely responsible for approving applications from employees for funds to be utilized with respect to professional development and the disbursement of such funds. The chair of each PD Funds Subcommittee, or delegate, will sign as approving each request and will provide a budget number for the Accounting Department at College Administrative Services.
- 8.3 The PD Funds Subcommittee at each campus will monitor the use of the funds and will keep records of the allocations in cooperation with the Accounting Department. The subcommittee will meet on a regular basis to adjudicate applications. Approval for PD funds may take up to 4 weeks.
- 8.4 Approval for PD funds for members serving on the PD Funds Committee shall be handled by the VCCFA Board if there is not consensus within the Subcommittee regarding the request.

9 Application Procedure

- 9.1 All professional development requests for funds must be presented, in writing, in the form of a project or activity which enhances professional knowledge. To receive professional development funds, these projects may utilize all or part of the 20 days of professional development (Article 6.6.2) OR may take place on the employee's own time.
- 9.2 An employee will request professional development time and/or funds through the "Leave & Expense Report Form." In order to receive funds from the PD Funds budget, applicants complete the VCCFA Professional Development Funds Money Request form. An employee may request his/her allotment of PD funds with any professional development activity as long as the individual's annual allocation has not been exceeded. A PD Funds request must pertain to or be related to professional development. A brief description must be included in the funds request.

APPENDIX "X" GUIDELINES FOR THE ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS FOR VCCFA MEMBERS

11 Timelines for Requests for PD Funds

- 11.1 All requests for PD funds must be made by the last day of February of each fiscal year.
- 11.2 All receipts must be submitted to the PD Funds Subcommittee by March 15 to be included in the current fiscal year.


12 Unused Funds

- 12.1 Any PD funds remaining as of March 31 will be used to provide "top-up" to employees. "Top-up" funds shall be provided equally to employees who have requested PD funds and who have spent more than the maximum amount allocated to them prior to March 31.


NOTE: The remaining provisions of the Appendix are retained as current language.

Agreed to by the parties:


Vancouver Community College


Date


Vancouver Community College
Faculty Association


Date

Agreed Items

April 22, 2005

The parties agree to renew Appendix XI for inclusion in the Collective Agreement.

Agreed to by the Parties:

For the Association

V. A. Khl

Date: April 22, 2005

For the College

Neil Schmo

Date: Apr 22/05

College Proposal # 21

APPENDIX "XII" IRA RELEASE

LETTER OF UNDERSTANDING

Effective November 1, 2005, the total amount of IRA release time available for distribution is 5428 days.

1. The total amount shall be allocated as per the attached chart.
 - a) Instructional departments will get a minimum of 35 days.
 - b) Instructional service departments and School of Instructor Education will get a minimum of 25 days.
 - c) Departments with retail activities will be recognized.
2. It is not the intention of the College to alter the current IRA release allocation. Any decision by the Board to alter the existing budget allocation for IRA release will be based on significant program changes and will only be taken after consultation between the College and the VCCFA. Any subsequent adjustments required will be made in a way that results in the least possible impact to the affected department or area.

Agreed to by the parties:



Vancouver Community College

Date: October 28, 2005



Vancouver Community College
Faculty Association

Date: October 28, 2005

IRA Release Chart

This is the IRA Allocation as at November 1, 2005*. For current information regarding IRA Allocation please contact Human Resources or the Association.

	Instructional Departments	Release Days
1	Visually Impaired	50
2	Community & Career Education (CACE)	101
3	College & Career Access (CCA) <ul style="list-style-type: none"> • CCA – EEAU • ABE Youth Programs • ABE Lab • BC Online Campus ABE Developmental 	329
4	Basic Education	180
5	Humanities <ul style="list-style-type: none"> • Humanities UT 	90
6	Mathematics <ul style="list-style-type: none"> • Mathematics UT 	90
7	Science <ul style="list-style-type: none"> • Science UT 	135
8	Deaf & Hard of Hearing	67.5
9	ASL & Deaf Studies <ul style="list-style-type: none"> • ASL & Deaf Studies Part-time 	69
10	PACE <ul style="list-style-type: none"> • Resident Care Attendant ESL • Accounting ESL • Baking ESL • Culinary Arts ESL • Hairdressing ESL 	135
11	English Language Skills (ELS)	360**
12	ELS – IE <ul style="list-style-type: none"> • ESL Electives IE 	135
13	College Preparatory English (CPE) <ul style="list-style-type: none"> • CPE – IE • CPE – UT 	300

14	Outreach	382.5**
15	Electronics	115
16	Jewelry Art & Design	45
17	Drafting	90
18	Auto Collision Repair <ul style="list-style-type: none"> Auto Collision Repair Apprentice 	135
19	Automotive Technician <ul style="list-style-type: none"> Automotive Technician Apprentice 	135
20	Diesel Technician <ul style="list-style-type: none"> Diesel Technician Apprentice 	90
21	Computer Graphics	44
22	Computer Technology	90
23	Hairdressing <ul style="list-style-type: none"> Esthetics Hairdressing ESL 	135
24	Medical Office Careers <ul style="list-style-type: none"> Hospital Unit Coordinator Hospital Unit Coordinator Part-Time 	112.5
25	Home Support / Resident Care Attendant <ul style="list-style-type: none"> Resident Care Attendant ESL Medical Lab Assistant CC&AH Part-Time 	180
26	Practical Nursing <ul style="list-style-type: none"> Access to Practical Nursing PN Refresh/Transition 	270
27	Pharmacy Technician <ul style="list-style-type: none"> Occupational/ Physiotherapy Assistant Hospital Pharmacy Technician Community Pharmacy Assistant 	90
28	Dental Hygiene	90
29	Dental Assisting <ul style="list-style-type: none"> Dental Receptionist Distance Dental Assisting 	135

30	Dental Technology <ul style="list-style-type: none"> • Denturist 	67.5
31	Office & Legal Administration	81
32	Accounting <ul style="list-style-type: none"> • Transportation Logistics • Financial Management (Part-time) • Accounting ESL • CGA Degree 	180
33	Baking & Pastry Arts <ul style="list-style-type: none"> • Baking ESL • Baking & Pastry Arts Part-Time • Baking & Pastry Arts Apprentice 	104
34	Culinary Arts <ul style="list-style-type: none"> • Culinary Arts ESL • Culinary Arts Apprentice 	270
35	Asian Culinary Arts	45
36	Hospitality Management <ul style="list-style-type: none"> • Hospitality Management – Bachelor Degree 	180
37	Music	135
	Sub-Total: Instructional Departments	5243
	Instructional Service Departments & SIE	
38	Counselling	90
39	Library	45
40	Learning Centre	25
41	School of Instructor Education (SIE)	25
	Sub-Total: Instructional Services & SIE	185
	TOTAL: RELEASE DAYS	5428

* For the remainder of the 2005/06 fiscal year any increases to IRA Release from the previous allocation shall be pro-rated.

** Does not come into effect until July 1, 2007. Current release days are in effect until June 30, 2007.

College Proposal #21
IRA Release Chart
3 pages attached

Agreed to by the parties:


Vancouver Community College

Date: October 28, 2005


Vancouver Community College
Faculty Association

Date: October 28, 2005

College Proposal # 22

Delete Appendix XIV Inclusion of Health Nurses

Agreed to by the parties:


Vancouver Community College

Date

March 3/05


Vancouver Community College
Faculty Association

Date

March 3 '05

Agreed Items

Replaces
App XV.

April 21, 2005

Appendix "XV" Distributed Learning

Letter of Understanding

The parties support applications of distributed learning that enhance student access and choice within the framework of a broad and comprehensive range of face-to-face learning opportunities.

Pursuant to Article 6.7.3 of the Common Agreement, the College agrees to the following principles regarding the use of distributed learning:

- Distributed learning courses, whether, paper-based, hybrid or on-line may require more marking time, administration and preparation time per student than face-to-face classroom instruction. The assignment of workload for all distributed learning development or delivery will be agreed between the College and the Union prior to the work assignment being made, in consultation with the dean and the employees involved.
- All provisions of the Collective Agreement including workload, duty days, hiring, copyright, evaluation and appraisals shall apply.
- Employees designing or revising courses or programs for distributed classroom, may apply for VCC curriculum development funding.

Signed V-Int KLL
For the VCCFA

Date April 22, 2005

Signed Paul Johnson
For Vancouver Community College

Date Apr 22/05


Counter to Union Proposal #19

APPENDIX "xx" Phase Out of Initial Step Placement Cap

LETTER OF UNDERSTANDING

1. The College will phase out its practice of capping initial step placements for new hires at Step 6 on the following basis:
 - a) Effective from September 1, 2005, the cap on initial step placement will be at Step 5 (per Appendix 1A Salary Schedule effective April 1, 2004)
 - b) Effective from April 1 2006, the cap on initial step placement will be at the new Step 5 (per Appendix 1B Salary Schedule effective April 1, 2006), ~~4~~ Formerly Step 4 per Appendix 1A Salary Schedule effective April 1, 2004) *VK*
 - c) Effective from April 1 2007, the cap on initial step placement will move up one step based on one step movement on the Salary Schedule effective April 1, 2006 (Appendix 1B) and thereafter the cap on initial step placement will move up one step on April 1st of each of the following years until there is no cap.
2.
 - (a) Current full-time employees (both regular and term), and current part-time employees (both regular and term) who were hired after April 1, 2003, who are subject to the cap at Step 6, shall move up to Step 5 (per Appendix 1A Salary Schedule effective April 1, 2004) on their next anniversary date. Thereafter, these employees shall move up one step each year on their anniversary date until they reach the step placement they would have held absent the cap.
 - (b) Effective from April 1, 2006, current full-time employees (both regular and term), and current part-time employees (both regular and term) who were hired after April 1, 2003, who are subject to the cap at the old Step 5 (per Appendix 1A Salary Schedule effective April 1, 2004) shall move up to the new Step 5 (per Appendix 1B Salary Schedule effective April 1, 2006) on their next anniversary date. Thereafter, these employees shall move up one step each year on their anniversary date until they reach the step placement they would have held absent the cap.
 - (c) The operation of Articles 5.7.1, 5.7.2 and 5.7.4 shall be suspended for these employees until they reach the step placement they would have held absent the cap.
 - (d) Current employees who are not affected by the cap will increment in accordance with Article 5.7 Increments.
2. The College will retain the ID requirement (bar) per Articles 5.7.7 **Increments and Instructor's Diploma** and 9.5 **Instructor's Diploma or Equivalent** for instructors who do not have the Instructor's Diploma or equivalent so that instructors cannot, in any event, increment to the top step of the then current scale without the ID certificate or equivalent, and will be "frozen" at Step 2 per Salary Schedule effective April 1, 2006 (Appendix 1B).

Agreed to by the parties:



Vancouver Community College
Faculty Association



Vancouver Community College

Date: October 28, 2005

Date: October 28, 2005

Agreed Items

March 07, 2005

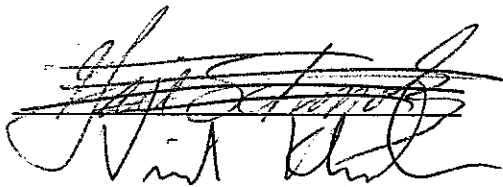
APPENDIX XIX

of VK
"XX"

Add Letter of Understanding Re: Payment of Premiums During Disability to the Agreement as Appendix XIX as per the College's Proposal #25

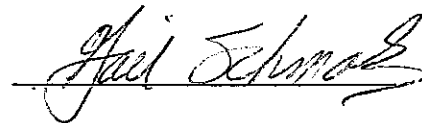
"XX"
VK

For the Association



Date: March 29, 05

For the College



Date: Mar 29/05

APPENDIX "xx" Health Nurses

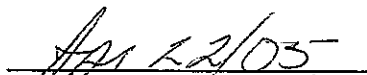
LETTER OF UNDERSTANDING

The parties have agreed to delete the definition of and references to Health Nurses, temporary and casual employees and the associated Articles from this revised local Collective Agreement for the term April 1, 2004 to March 31, 2007.

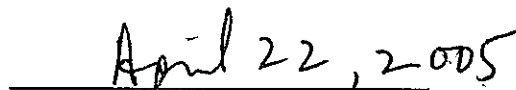
In the event the College re-establishes health nurse positions, the parties further agree that:

- a) the definition of and references to Health Nurses, temporary and casual employees in the local Collective Agreement dated April 1, 2001 to March 31, 2004 will be used as a reference for the parties and understood to be incorporated into the local Collective Agreement in force at the time; and
- b) the associated Articles applying to Health Nurses, temporary and casual employees in the local Collective Agreement dated April 1, 2001 to March 31, 2004 will be incorporated into the local Collective Agreement in force at the time. When incorporating the associated Articles, the parties agree to make changes to articles to achieve consistency with the parallel articles for instructors. Any changes to the Articles will be made by mutual agreement.


For Vancouver Community College


Date


For Vancouver Community College
Faculty Association


Date

APPENDIX xx Common Faculty Professional Development Committee

Letter Of Understanding Between Vancouver Community College And The Vancouver Community College Faculty Association

Pursuant to Letter of Understanding 6 of the Common Agreement effective April 1, 2004 to March 31, 2007 establishing a Common Faculty Professional Development Fund, the parties agree to the following:

1. The Common Faculty Professional Development Fund process will include the establishment of a joint committee of at least 1 representative of the College and 1 representative of the Association, to a maximum of 2 representatives each. The joint committee will adjudicate applications and make recommendations for approval to the College's applicable senior administrator(s).
2. This Committee will operate on the basis of mutually agreed process and criteria established in Guidelines which the parties will annually review, and amend as necessary, during the remaining term of the Collective Agreement from April 1, 2004 to March 31, 2007.



For Vancouver Community College

For Vancouver Community College
Faculty Association

Dated: November 17, 2005